



The Regular Meeting of the West Valley City Council will be held on Tuesday, October 14, 2014, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 10/09/2014 at 9:00 a.m.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Steve Buhler
4. Special Recognitions
5. Awards, Ceremonies and Proclamations:
 - A. Employee of the Month Award, October 2014 - Nuria Whytock, Finance Department
 - B. Division of the Quarter Award - Planning & Zoning Division, CED Department
6. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Sheri McKendrick.

- A. Public Comments
 - B. City Manager Comments
 - C. City Council Comments
7. Resolutions:
- A. 14-161: Award a Contract to Geneva Rock Products, Inc. for the 2600 South Ditch Piping Project
 - B. 14-162: Authorize Additional Funding for Change Orders to the Contract with Noland and Sons Construction Company for the Lund Park to Brighton Canal Storm Drain Project
 - C. 14-163: Authorize Purchase of a Truck from Wasatch Front Isuzu for use by the Public Works Sanitation Division
 - D. 14-164: Approve a Franchise Agreement with Central Telecom Services, LLC for a Telecommunications Network in the City
 - E. 14-165: Approve the Purchase of Five 12 Lead EKG Monitors from Zoll Medical Corporation for use by the Fire Department
 - F. 14-166: Authorize the City to Execute Schedule 40 of the HP Master Lease Purchase Agreement for the Purchase of a Barracuda Web Filter from VLCM
 - G. 14-167: Approve an Agreement with EDA Architects, Inc. for Architectural and Engineering Design Services, Construction Document Preparation, and Construction Contract Administration for the Utah Cultural Celebration Center Plaza Level Renovation Project
8. Consent Agenda:
- A. Reso. 14-168: Accept a Storm Drain Easement and a Grant of Temporary Construction Easement from John G. Dillon and Lisa D. Dillon for Property Located at 2560 South 3270 West Regarding the 2600 South Ditch Piping Project
 - B. Reso. 14-169: Accept a Storm Drain Easement and a Grant of Temporary Construction Easement from Barney Investment Company, a Utah Limited Partnership, for Property Located at 3329 West 2555 South Regarding the 2600 South Ditch Piping Project
 - C. Reso. 14-170: Accept a Storm Drain Easement and a Grant of Temporary Construction Easement from MLB Property Management, LLC, for Property Located at 2608 South 3270 West Regarding the 2600 South Ditch Piping Project
 - D. Reso. 14-171: Accept a Storm Drain Easement and a Grant of Temporary

Construction Easement from Bailey Lot Leasing, LC, for Property Located at 2602 South 3270 West Regarding the 2600 South Ditch Piping Project

- E. Reso. 14-172: Accept a Storm Drain Easement and a Grant of Temporary Construction Easement from Cuban Cigar Co., Inc. for Property Located at 3379 West 2555 South Regarding the 2600 South Ditch Piping Project
 - F. Reso. 14-173: Accept a Storm Drain Easement and a Grant of Temporary Construction Easement from Cuban Cigar, Inc. for Property Located at 3349 West 2555 South Regarding the 2600 South Ditch Piping Project
 - G. Reso. 14-174: Accept a Storm Drain Easement and a Grant of Temporary Construction Easement from KH Mountain Investments, LLC, for Property Located at 2594 South 3270 West Regarding the 2600 South Ditch Piping Project
 - H. Reso. 14-175: Accept Two Quit Claim Deeds from First Industrial, L.P. for Portions of 2200 South Located East of Redwood Road
 - I. Reso. 14-176: Accept a Public Sidewalk, Lighting and Utility Easement from Granger-Hunter Improvement District for Property Located at 1311 West 3300 South
- 9. Unfinished Business:
 - A. Consider Resolution No. 14-126, Authorizing the City to Enter Into a Development Agreement with Chun Hsiang and Hong Xiao for Approximately 1.01 Acres of Property Located at 4758 West 4100 South (Application No. GPZ-6-2013 - Continued from Regular Meeting of August 19, 2014)
 - 10. Motion for Executive Session
 - 11. Adjourn

October 2014 EAC Employee of the Month
Nuria Whytock
Finance Department

I would like to nominate Nuria Whytock for employee of the month.

Nuria is always up at the counter with a smile on her face to greet the residents and employees of West Valley City, to help them with the various reasons they come to City Hall. She handles everyone in a friendly and professional manner and knows many repeat customers by name.

Along with her already heavy work load, Nuria has been able to take on more responsibility with Utility Billing. She has been willing to learn the software efficiently and help with the many calls received each day, whether to just take a payment or to set up a payment plan for the customer wanting to get their bill up to date. Even with the most difficult customer, Nuria has been able to remain professional and help correct the situation. Her Spanish skills have been invaluable in helping all aspects of Treasury.

The Treasury Division would not function as it does without the efforts of Nuria.

Nominated by: Wendy Motteshard

Planning and Zoning Division Award – 3rd Quarter 2014
Forensics Division

I would like to nominate Community Development's Planning and Zoning Division for the Division of the Quarter. This division has noticeably changed the face of the City. The Planning and Zoning Division is responsible for processing business licenses and zoning applications, review all land use applications, conditional use, permitted use, and subdivision applications. This division also reviews and updates the City's General Plan – a process that is actually taking place right now with a completion set for the end of the year. This team of professionals deals with numerous builders, developers and residents on a daily basis. Some of these patrons are pleasant, some not, but with smiles and great attitudes, this team of professionals are key to the City's progression.

The Planning and Zoning Division is a mechanism to help the City become a desirable place to live, work and play. As a resident of the City, this is very noticeable with projects such as Fairbourne Station, Valley Fair Mall and Costco, Highbury at Lake Park to name a few creating both residential and commercial additions to the City. Our City has changed drastically through times of recession yet not holding back only moving forward to accomplish their goal to make this City the desirable place to live, work and play.

Please accept this nomination for a well deserving staff.

Nominated by: Cindy Hobbs

The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.

Item: _____
Fiscal Impact: \$195,000.00
Funding Source: Storm Water Utility
Account #: 36-7532-40750-75179-0000
Budget Opening Required: No

ISSUE:

Award Contract for the 2600 South Ditch Piping Project

SYNOPSIS:

Lowest responsible bid was received by Geneva Rock Products Inc. for the amount of \$175,726.00.

BACKGROUND:

Bids were opened for the project on September 23, 2014. A total of eleven (11) bids were received.

The 2600 South ditch is an open channel which is part of the city's storm drain system. This particular segment of open channel is the last remaining un-piped portion of a major storm drain line that drains a large area between 3600 West and 3270 West from approximately 2200 South to 2600 South. The ditch in its current condition is nearly un-maintainable. The project consists of the installation of approximately 550 feet of 60-inch pipe, along the back lot lines of multiple properties. This project will ease the maintenance burden, and reduce upstream flooding risks.

Funds are available in the FY14-15 Budget, and no budget opening is necessary.

RECOMMENDATION:

Award the contract to Geneva Rock Products in the amount of \$175,726, and authorize the Public Works Department to spend no more than \$195,000 in potential change orders.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO GENEVA
ROCK PRODUCTS, INC. FOR THE 2600 SOUTH DITCH
PIPING PROJECT.**

WHEREAS, proposals were solicited from qualified contractors for the 2600 South Ditch Piping Project; and

WHEREAS, Geneva Rock Products, Inc. (herein “Geneva”) submitted the lowest responsible bid for said work; and

WHEREAS, Geneva meets all other requirements of the proposal specifications; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to award the 2600 South Ditch Piping Project to Geneva;

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Council as follows:

1. Geneva is hereby awarded the contract to perform the 2600 South Ditch Piping Project.
2. Said contract shall be in an amount not to exceed \$175,726.00, with authorization to spend an amount not to exceed \$195,000.00 in potential change orders.
3. The Mayor is hereby authorized to execute a contract with Geneva to perform the 2600 South Ditch Piping Project, subject to the final approval of the contract by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR


ATTEST:

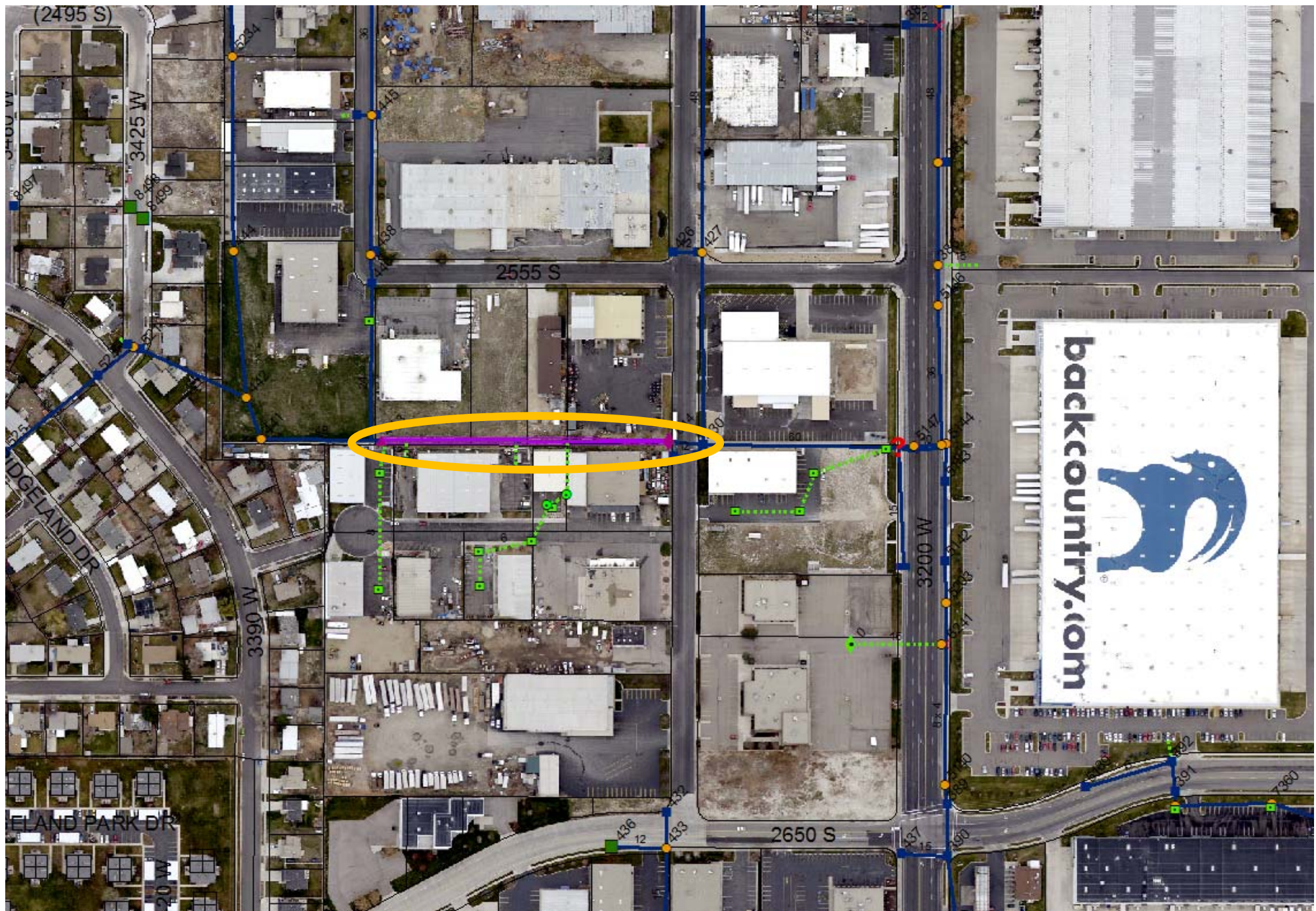
CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary

2600 S Ditch Piping Project SWU-326

Opening Date: March 11, 2014 @ 10:00am

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non- Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 205,610.00				
Response 1	\$ 175,726.00	\$0.00	(\$1,757.26)	(\$1,757.26)	\$173,968.74
Geneva Rock Products Inc.		0%	-1%		
Response 2	\$ 187,017.00	\$0.00	\$0.00	\$0.00	\$187,017.00
Dennis Lierd II Construction		0%	0%		
Response 3	\$ 200,768.00	\$0.00	\$0.00	\$0.00	\$200,768.00
Westbrook Construction		0%	0%		
Response 4	\$ 230,580.00	\$0.00	\$0.00	\$0.00	\$230,580.00
Stapp Construction		0%	0%		
Response 5	\$ 237,898.00	\$0.00	\$0.00	\$0.00	\$237,898.00
Noland & Son Construction		0%	0%		
Response 6	\$ 239,981.00	\$0.00	(\$2,399.81)	(\$2,399.81)	\$237,581.19
Vancon Inc.		0%	-1%		
Response 7	\$ 246,452.00	\$0.00	\$0.00	\$0.00	\$246,452.00
Braker Construction		0%	0%		
Response 8	\$ 252,224.00	\$0.00	\$0.00	\$0.00	\$252,224.00
Cody Ekker Construction		0%	0%		
Response 9	\$ 252,455.00	\$0.00	\$0.00	\$0.00	\$252,455.00
KK&L Administration		0%	0%		
Response 10	\$ 310,154.00	\$0.00	\$0.00	\$0.00	\$310,154.00
M.C. Green & Sons, Inc.		0%	0%		
Response 11	\$ 398,700.00	\$0.00	\$0.00	\$0.00	\$398,700.00
Beck Construction		0%	0%		



2600 South Ditch Piping Project

Item: _____
Fiscal Impact: \$16,743.05
Funding Source: Storm Water Utility
Account #: 36-7532-40750-75113-0000
Budget Opening Required: No

ISSUE:

Additional Funding Authorization – Lund Park to Brighton Canal Storm Drain

SYNOPSIS:

Additional Funding Authorization for change orders and quantity overruns on the Lund Park to Brighton Canal Storm Drain with fiscal impact of \$16,743.05, with Noland and Son Construction Company.

BACKGROUND:

During the closeout process, it was noted that certain items of work had overrun estimated quantities, causing the total amount owed to the contractor to exceed the amount authorized by the city council. There was also Change Order No. 4 for a waterline relocation that was necessary to be added to the contract for a cost of \$10,095.80 that needs to be executed.

The total additional funding to be authorized in this city council action is \$16,743.05.

RECOMMENDATION:

Approve Change Order 4 with Noland and Son Construction Company on the Lund Park to Brighton Canal Storm Drain Project, and authorize the Public Works Department to spend an additional \$16,743.05 on the project.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ADDITIONAL
FUNDING FOR CHANGE ORDERS TO THE
CONTRACT WITH NOLAND AND SONS
CONSTRUCTION COMPANY FOR THE LUND PARK
TO BRIGHTON CANAL STORM DRAIN PROJECT.**

WHEREAS, West Valley City contracted with Noland and Son Construction Company (herein “Noland”) for the Lund Park to Brighton Canal Storm Drain Project (the “Project”); and

WHEREAS, there is a need to increase the scope of work on the Project for relocation of a water line;

WHEREAS, in addition, funding for quantity overruns is necessary; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to increase the contract amount in order to properly complete the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah as follows:

1. Change order 4 in the amount of \$10,095.80 is hereby approved and the City Manager is hereby authorized to execute said change order subject to final approval of the form of the document by the City Attorney’s Office. The Public Works Department is also authorized to spend an additional \$6,647.25 to fund quantity overruns on this Project, for a total authorization of \$16,743.05.
2. The contract between West Valley City and Noland originally in the amount of \$456,000 for the Lund Park to Brighton Canal Storm Drain Project is hereby increased in the amount of \$16,743.05, to a total of \$472,743.05.

PASSED AND APPROVED this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City Engineering Division

Contract Change Order No. 4

Date: 3/26/2014

Lund Park to Brighton Canal Storm Drain Project

Noland and Sons

1350 W 7900 S, West Jordan, UT 84088

Item	Description	Est. Qty.	Unit	Unit Price	Change in Contract Price	Additional Days
C4-1	8" Water Line Loop	1	EA	\$ 5,975.00	\$ 5,975.00	
C4-2	Additional Imported Backfill - Loop Trench	24	Ton	\$ 12.00	\$ 288.00	
C4-3	Additional Asphalt - Loop Trench	1	LS	\$ 3,832.80	\$ 3,832.80	
Net Contract Price Change					\$ 10,095.80	0 Days

NARRATIVE

Materials required to loop one (1) 8" water main to provide room for proposed 15" storm drain at the intersection of 1375 West and 3350 South.

CONTRACT TIME SUMMARY

Description	Additional Days Added this CO	New Completion Deadline	Total Contract Time Added (All CO's)
	0 Days	6/8/2014	7 Days

CONTRACT PRICE SUMMARY

Description	PO #	Date	Amount
Original Contract Price			\$ 434,270.84
Change Order No. 1			\$ 10,448.00
Change Order No. 2			\$ 13,800.00
Change Order No. 3			\$ 42,803.38
Change Order No. 4			\$ 10,095.80

Total Contract Price Including Change Orders \$ 511,418.02

ACCEPTANCE

DATE

ENGINEER:

CONTRACTOR ACCEPTANCE:

PUBLIC WORKS DIRECTOR:

OWNER:

24 Sept '14
9-16-14

Item#: _____
Fiscal Impact: \$53,900
Funding Source: Sanitation
Account #: 27-7560-40740
Budget Opening Required: Yes

ISSUE:

A resolution approving the purchase of a 2015 Isuzu truck for the Public Works Sanitation Division.

SYNOPSIS

The Public Works Sanitation Division needs a second delivery truck to pick up and deliver garbage cans.

BACKGROUND:

Picking up garbage cans from 90-day delinquent accounts has proven to be the most effective method of collecting past due debt. When payment is made to bring the account current, plus a \$25.00 redelivery fee, the garbage can is returned.

The City first purchased garbage containers in 1994. Many of these cans are still in service, but are well beyond their expected service life. There will be an on-going need for additional help to replace these cans, as they become unserviceable.

Because of the increased frequency of garbage can pick up and delivery, an additional truck is needed. The cost breakdown for the truck purchase is as follows:

Truck (215 Isuzu NPR-HD)	\$34,700
Bed & lift gate (including installation)	\$11,500
CNG System (including installation)	\$5,200
LED amber lighting system (including installation)	\$2,500
TOTAL	\$53,900

The cab and chassis will be purchased from Wasatch Front Isuzu, in accordance with Section 5-3-110 of the City Code, Procurement to Meet Existing Needs. It is the same model as the City's existing can delivery truck, with a low bed for easy loading.

The new truck will be equipped with a CNG alternative fuel system. Use of CNG fuel is a good match for this vehicle, which will be heavily used. The fuel savings will offset the additional capital cost in 2-3 years.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Russell B. Willardson, P.E.
Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING WEST VALLEY CITY
TO PURCHASE A TRUCK FROM WASATCH FRONT
ISUZU FOR THE SANITATION DIVISION.**

WHEREAS, the City desires to purchase a truck (herein the “delivery truck”) for the Sanitation Division to use for pickup and delivery of garbage cans; and

WHEREAS, Wasatch Front Isuzu is able to supply a delivery truck that is compatible with the City’s existing fleet in the Sanitation Division, along with the required equipment to meet the City’s needs; and

WHEREAS, the price quoted by Wasatch Front Isuzu is within price parameters set forth in the City budget; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the purchase of a delivery truck from Wasatch Front Isuzu for the Sanitation Division;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah:

1. That the City is hereby authorized to purchase a delivery truck from Wasatch Front Isuzu for \$34,700, and additional necessary equipment in an amount not to exceed \$54,000 in total for the purchase of the truck and equipment; and
2. That the Mayor and the City Manager are hereby authorized to execute, for and in behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WASATCH FRONT



SUZUKI

WINNEBAGO



895 West Riverdale Road • Ogden, Utah 84405 • Telephone (801) 627-1300 • Fax (801) 621-1087

Eric Madsen
Fleet Manager
West Valley City, Utah

Here is pricing on a 2015 Isuzu NPR-HD, 14500 GVW, 176" WB, 300HP gasoline 6L eng(Alt fuel ready) 6 speed OD automatic trans, A/C, CD, cruise, PW/PL \$34,700.00 FOB WVC. Chassis is on the ground.

Bill Bean
Truck Mgr.

**WASATCH
FRONT**

895 W. Riverdale Road
Ogden, Utah 84405

(801) 627-1300
(800) 925-6087

BILL BEAN

Truck Sales



801-627-1300 • Cell: 801-725-4401

1-800-925-6087 • Fax: 1-801-627-1358

E-mail: bbean@cutrbus.com



Item #:	
Fiscal Impact:	\$0.00
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

A resolution approving a franchise agreement with Central Telecom Services, LLC to construct and maintain a telecommunications network in the City.

SYNOPSIS:

This Franchise Agreement will allow Central Telecom Services to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City.

BACKGROUND:

Applications for telecommunications networks in West Valley City are governed by Chapter 20-5 of the City Code. The franchise granted by this Agreement is for a 10 year period, with the option to renew for an additional 10 years with the same terms and conditions. Chapter 20-6 of the City Code permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission. This agreement memorializes this provision as well as acknowledging Central Telecom's duty to secure permits from Public Works for any excavation or construction.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

J. Eric Bunderson, City Attorney

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FRANCHISE
AGREEMENT WITH CENTRAL TELECOM
SERVICES, LLC AND WEST VALLEY CITY FOR A
TELECOMMUNICATIONS NETWORK IN THE CITY.**

WHEREAS, Central Telecom Services, LLC (herein “Central Telecom”) desires to provide voice, data or video transmission services within the City and in connection therewith establish a telecommunication network in, under, along, over and across present and future rights-of-way of the City; and

WHEREAS, Chapter 20-5 of the West Valley City Municipal Code governs the application and review process for telecommunications franchises in the City; and

WHEREAS, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Central Telecom a nonexclusive franchise to operate a telecommunications network in the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and Central Telecom. The Agreement, a copy of which is attached hereto and entitled “Franchise Agreement” sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement with Central Telecom;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the Agreement entitled, “Franchise Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of the City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED and APPROVED this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between West Valley City (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 3600 Constitution Boulevard; West Valley City, Utah 84119, and Central Telecom Services (hereinafter "Provider"), a limited liability company organized under the laws of the State of Utah with its principal offices at 35 South State, Fairview, Utah 84629, (hereinafter "Party" individually and "Parties" collectively).

WITNESSETH:

WHEREAS, the Provider desires to provide voice, data or video transmission services within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City; and

WHEREAS, the City has enacted Chapter 20-5 of the West Valley City Municipal Code (hereinafter "Telecommunications Rights-of-Way Ordinance"), which governs the application and review process for telecommunications franchises in the City; and

WHEREAS, the City has subsequently enacted Chapter 20-6 of the West Valley Municipal Code (hereinafter the "Mobile Telephone Service Revenue Act") which – pursuant to Utah law – permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission; and

WHEREAS, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications network in the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

1.1 **Agreement.** Upon approval by the City Council and execution by the Parties, this Agreement shall be deemed to constitute a contract by and between the City and the Provider.

1.2 **Ordinance.** The City has adopted The Telecommunications Rights-of-Way Ordinance and Mobile Telephone Service Revenue Act (collectively referred to as the "Ordinances"), which are incorporated herein by reference and attached as Exhibit A. The Provider acknowledges that it has had an opportunity to read and become familiar with the

Ordinances. The Parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Ordinances. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this section shall be deemed to require the Provider to comply with any provision of the Ordinances which is determined to be unlawful or beyond the City's authority.

1.3 **Ordinance Amendments.** The City reserves the right to amend the Ordinances at any time. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between the Provider's rights and obligations under the Ordinances as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

1.4 **Franchise Description.** The telecommunications franchise provided hereby shall confer upon the Provider the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in the present and future public rights-of-way in the City. The franchise does not grant to the Provider the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's system within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE

2.1 **Telecommunications License Tax.** Pursuant to Utah law, the fee required under this Agreement is satisfied by the Provider's collection and proper deposit of Telecommunications License Tax with the Utah State Tax Commission. The Provider shall collect and deposit with the Utah State Tax Commission Municipal Telecommunications License Tax at the rate and in the manner currently provided by Utah Code Ann. § 10-1-401 et seq., less any business license fee or business license tax imposed by the City.

2.2 **Equal Treatment.** City agrees that the fees imposed in the City are imposed on a competitively neutral basis, and that any competing third party shall also be subject to fees at the same rate.

2.3 **Additional Fees.** The payment of the Franchise Fee does not prevent the City from requiring the payment of other fees imposed in accordance with Utah Code Ann. § 72-7-102, relating to management costs caused by Provider's activities in the right-of-way.

ARTICLE 3. TERM AND RENEWAL

3.1 **Term and Renewal.** The franchise granted to Provider shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein shall be renewed by the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, unless the Provider gives written notice to the City's representative designated herein written notice of the Provider's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of Provider Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture, the Provider shall have the right to remove from the rights-of-way any and all of its system, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of way from which such system is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS

4.1 **City Uses of Poles and Overhead Structures.** The City shall have the right, without cost, to use all poles owned by the Provider within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City attachments.

ARTICLE 5. POLICE POWERS

5.1 The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY

6.1 **Meet to Confer.** The Provider and the City recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the Provider conducts its business and the way the City regulates the business. In recognition of the present state of uncertainty respecting these matters, the Provider and the City each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Ordinances, and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City's Excavation Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- (a) The Provider fails to make timely payments of the Franchise Fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;
- (b) The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or
- (c) The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have

the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto).

ARTICLE 8. PARTIES DESIGNEES

8.1 **City Designee and Address.** The West Valley City Public Works Director or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 3600 Constitution Boulevard, West Valley City, Utah 84119, or such other officer and address as the City may designate by written notice to the Provider.

8.2 **Provider Designee and Address.** The Provider's Vice President of Administration or his/her designee(s) shall serve as the Provider's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to Provider's headquarter offices at 35 S State, Fairview, UT
84629,
and such other office as the Provider may designate by written notice to the City.

8.3 **Failure of Designee.** The failure or omission of the City's or Provider's representative to act shall not constitute any waiver or estoppel by the City or Provider.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 **Insurance.** Prior to commencing operations in the City pursuant to this Agreement, the Provider shall furnish to the City evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the Provider is effectively self-insured if the Provider has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage reasonably acceptable to the City.

9.2 **Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of

whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage with respect to which the City seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the Parties with respect to the claim, demand, lien, liability, or damage, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the City.

ARTICLE 10. GENERAL PROVISIONS.

10.1 Binding Agreement. The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

10.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

10.3 Time of Essence. Time shall be of the essence of this Agreement.

10.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 No Presumption. All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

10.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED and ENTERED INTO this ____ day of _____, 2014.

"City"

West Valley City

Mayor

ATTEST:

City Recorder

APPROVAL AS TO FORM:

City Attorney

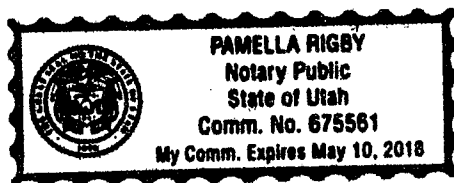
"Provider"

Central Telecom Services, a _____
limited liability company

By: [Signature]
Its: Vice President

STATE OF Utah)
COUNTY OF Sampson) :ss.

On the 15th day of September, 2014, personally appeared me
Casey Cox, who being by me duly sworn did say that he or she is the
Vice President of Central Telecom Services,
and that the foregoing instrument was signed on behalf of said company by authority of its board of
directors and/or its company documents; and he or she acknowledged to me that said company executed
the same.



Pamella Rigby
Notary Public
Residing at: Fairview, Utah
My Commission Expires: 5/10/2018

Item: Zoll Cardiac Monitors

Fiscal Impact: \$143,893.74

Funding Source: Existing CIP Budget

Account #: _____

Budget Opening Required: ☐

ISSUE:

Replacement of five 12 Lead EKG monitors for the medical and fire divisions

SYNOPSIS:

Purchase five new Zoll X Series Cardiac Monitors for the medical divisions. These monitors will be placed on all of the front line advanced medical ambulances. The cost for the five monitors will be 143,893.74. We are completing an existing needs purchase as the current Zoll monitors and equipment will be able to match up with the new units. Also the training of personnel will be very short. The units also have a patch to all of the medical facilities which we currently have and would not require additional money for the transmission of data to medical facilities by keeping the same type of monitors.

BACKGROUND:

The current Zoll Cardiac Monitors are over seven years old. The current monitors are out of warranty and if used as front line units will overspend the current maintenance money in the budget. The old monitors will be used on other units which are not constantly required use for the monitors. The new monitors have many features the current monitors do not have. The monitors are used almost every medical call which the department responds too and by placing these on front line units we will assure that we are utilizing the most up to date equipment on the market.

We are also going to trade in our first three lead cardiac monitors to Zoll for the new purchase. Zoll will give us some trade in value for the old machines. The machines we trading in are over eight to ten years old and cost to repair is very expensive.

RECOMMENDATION:

City staff recommends approval of the Purchase

SUBMITTED:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE
OF FIVE 12 LEAD EKG MONITORS FROM ZOLL
MEDICAL CORPORATION FOR USE BY THE
FIRE DEPARTMENT.**

WHEREAS, West Valley City wishes to purchase five 12 Lead EKG monitors for use by the Medical and Fire Divisions of the Fire Department; and

WHEREAS, the purchase of the monitors from Zoll Medical Corporation meets existing needs as defined in §5-3-110 of the West Valley City Municipal Code, as the Fire Department currently uses Zoll brand monitors and the existing equipment will match up with the new monitors; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to purchase said monitors from Zoll Medical Corporation for use by the Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase five 12 Lead EKG monitors truck from Zoll Medical Corporation for an amount not to exceed \$143,893.74, and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: West Valley City Fire Department

5545 West 3100 South
West Valley, UT 84119

Attn: **Mark Ownsbey**

email: mark.ownsbey@wvc-ut.gov

Tel: 801-963-3336

QUOTATION 169858 V:2

DATE: August 18, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: <ul style="list-style-type: none">• Six (6) foot 3- Lead ECG cable• MFC cable• MFC CPR connector• A/C power adapter/ battery charger• A/C power cord• One (1) roll printer paper• 6.6 Ah Li-ion battery• Carry case• Declaration of Conformity• Operator's Manual• Quick Reference Guide• One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) <ul style="list-style-type: none">• See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550 Masimo Pulse Oximetry	5	\$40,020.00	\$32,816.40	\$164,082.00 *

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Page 1 Subtotal \$164,082.00

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2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
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Mike Williams
EMS Territory Manager
801-647-4590



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2010 READY**

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Attn: **Mark Ownsbey**

email: mark.ownsbey@wvc-ut.gov

Tel: 801-963-3336

QUOTATION 169858 V:2

DATE: August 18, 2014

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02 & SpCO \$4,540 <ul style="list-style-type: none">• Signal Extraction Technology (SET)• Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3495 <ul style="list-style-type: none">• Smartcuff 10 foot Dual Lumen hose• SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995 Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 <ul style="list-style-type: none">• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	5	\$225.00	\$168.75	\$843.75 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	5	\$495.00	\$340.30	\$1,701.50 *
4	8000-0580-01	Six hour rechargeable Smart battery	5	\$495.00	\$420.75	\$2,103.75 *
5	8300-0250-01	SurePower Charger Adapter	6	\$97.00	\$82.45	\$494.70 *

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Page 2 Subtotal \$169,225.70

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Mike Williams
EMS Territory Manager
801-647-4590



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email: mark.ownsbey@wvc-ut.gov

Tel: 801-963-3336

QUOTATION 169858 V:2

DATE: August 18, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
6	8000-000898-01	Cable, 12 lead, AAMI	1	\$425.00	\$348.50	\$348.50	*
7	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	1	\$225.00	\$168.75	\$168.75	*
8	8000-0343	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Patient Cable/Sensor (8 ft)	1	\$895.00	\$671.25	\$671.25	*
9	8000-0336	SpO2/SpCO/SpMet Rainbow Single use Sensor: Patients > 30 kg (10 per case)	1	\$695.00	\$521.25	\$521.25	*
10	8000-0337	SpO2/SpCO/SpMet Rainbow Single use Sensors: Patients <3 kg, >30 kg. (10 per case)	1	\$695.00	\$521.25	\$521.25	*
11	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist lock connector	6	\$52.50	\$44.63	\$267.78	*
12	REUSE-09-2MQ	Welch Allyn Cuff, Child, 2-Tube, Twist lock connector	6	\$52.50	\$44.63	\$267.78	*
13	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist lock connector	6	\$52.50	\$44.63	\$267.78	*
14	REUSE-11-2MQ	Welch Allyn REUSE-11-2MQ Cuff, Adult, 2-Tube, Twist lock connector	6	\$52.50	\$44.63	\$267.78	*
15	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	6	\$52.50	\$44.63	\$267.78	*

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Page 3 Subtotal

\$172,795.60

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email: mark.ownsbey@wvc-ut.gov

Tel: 801-963-3336

QUOTATION 169858 V:2

DATE: August 18, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
16	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	1	\$275.00	\$233.75	\$233.75	*
17	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	1	\$355.00	\$301.75	\$301.75	*
18	8000-000901-01	ECG plain white paper- 80mm (pack of 6 rolls)	3	\$24.00	\$19.68	\$59.04	*
19	80201730020124013	Refurbished E Series ACLS Manual Defibrillator with See-Thru CPR®, Real CPR Help®, Advisory capability, 12-lead with 1-step patient cable, SpO2 (comes with EtCO2 port), Integrated Bluetooth, NIBP with Adult-Plus cuff and hose and Noninvasive Pacing. Includes: AC Power, Printer, Protocol Assist Code Markers and GPS Clock Auto Sync, TriMode Display, 3-lead ECG patient cable, universal cable, ready for one (1) SurePower™ Rechargeable Lithium Ion Battery with built in AC Charger ordered separately, RS232 data transfer port, Rugged SoftPack Carry Case and Rapid Cable Deployment System, AC power cord, 12" AC power extension cord, one package of recorder paper, two PCMCIA Card slots and Operator's Manual. Six (6) month EMS warranty	1	\$20,196.00	\$10,500.00	\$10,500.00	
19a	8000-1007-01	1 Step Patient Cable for 12-lead ECG with limb leads and v leads (10 ft)	1	\$315.00	Included	Included	
20	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	\$295.00	\$221.25	\$221.25	*

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Page 4 Subtotal

\$184,111.39

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TO: West Valley City Fire Department

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West Valley, UT 84119

Attn: **Mark Ownsbey**

email: mark.ownsbey@wvc-ut.gov

Tel: 801-963-3336

QUOTATION 169858 V:2

DATE: August 18, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
21	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	1	\$295.00	\$221.25	\$221.25	*
22	8000-0367	E Series Only CAPNO 5 Sidestream LoFlo Module	1	\$4,775.00	\$3,581.25	\$3,581.25	*
23	7800-0307	LifePak 12 Biphasic w/Pacing + 1 parameter Trade-In	5		(\$5,875.73)	(\$29,378.65)	**
24	7800-0315	LifePak 12 Biphasic w/Pacing, 12 lead Trade-In	2		(\$7,320.75)	(\$14,641.50)	**
<p>Acceptance of an order for Refurbished Equipment is contingent upon product availability at time of order. Orders are filled on a first come, first serve basis.</p> <p>*Reflects National Purchasing Partners (NPP) Contract Pricing.</p> <p>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes complete responsibility and all associated expenses, for shipping trade-in equipment to ZOLL Chelmsford, within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p><u>Trade In values are guaranteed only through September 22, 2014.</u></p>							
						TOTAL	\$143,893.74

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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Mike Williams
EMS Territory Manager
801-647-4590

Item: _____
Fiscal Impact: \$47,550.24
Funding Source: Existing Budget
Account #: 10-4123-40810, 40820
Budget Opening Required: Yes

ISSUE:

A resolution authorizing the purchase of a Barracuda Web Filter for the City's computer systems.

SYNOPSIS:

For the amount of Web traffic the current Web Filter is not providing needed protection or monitoring.

BACKGROUND:

Formal bidding will not be required for this purchase because VLCM holds a contract with the State of Utah. If approved, this purchase would give the City the security it needs from web born malware, viruses and misused bandwidth. In addition the Barracuda gives the City advanced policy and reporting management tools.

* This amount will be financed through the HP Lease Purchase Agreement previously approved on January 3, 2006 under Resolution No. 06-04.

RECOMMENDATION:

City Staff recommends approval of the Resolution.

SUBMITTED BY:

Paul Isaac/Rick Westphal

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO EXECUTE
SCHEDULE 40 OF THE HP MASTER LEASE PURCHASE
AGREEMENT FOR THE PURCHASE OF A BARRACUDA WEB
FILTER FROM VLCM.**

WHEREAS, the City has a need to purchase a Barracuda Web Filter for use by the City (herein the "Equipment"); and

WHEREAS, the City desires to purchase the Equipment from VLCM, who has been awarded the State Contract to supply the Equipment; and

WHEREAS, this purchase will be financed through the HP Master Lease Purchase Agreement previously approved on January 3, 2006, under Resolution No. 06-04; and

WHEREAS, Schedule 40 of the HP Master Lease Purchase Agreement has been prepared for execution by and between West Valley City and Hewlett-Packard Financial Services Company; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to execute said Schedule and authorize the purchase of the Equipment from VLCM;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah as follows:

1. Schedule 40 of the HP Master Lease Purchase Agreement is hereby approved in substantially the form attached, and the Mayor is hereby authorized to execute said Schedule for and on behalf of West Valley City, subject to approval of the final form by the City Manager and the City Attorney's Office; and
2. The City is hereby authorized to purchase the Equipment from VLCM for an amount not to exceed \$47,550.24, including interest.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE
UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY
COUNTERPART OTHER THAN COUNTERPART NO. 1.

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
SCHEDULE**

Hewlett-Packard Financial Services Company¹ ("Lessor") and West Valley City, Utah, an agency, department or political subdivision of the State of Utah ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment

Refer to VLCM Quote Number 212694

Total Cost

\$44,549.35

B. Term: 48 Months

2. RENT. See Attachment A.

ANNUAL RATE OF INTEREST: 3.11%

3. LATEST COMMENCEMENT DATE: November 30, 2014. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: 3600 Constitution Blvd, West Valley, UT 84119

5. SELLER: VLCM/Valcom

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. ADDITIONAL PROVISIONS: (a) Furthermore, notwithstanding any other term or provision to the contrary that may be contained in the Master Agreement, this Schedule, or any attachment hereto, Lessor and Lessee hereby agree that the executed counterparts of the Fundamental Agreements are subject to further approval by Lessor upon its receipt of such documents and that this Lease shall not be effective until Lessee receives from Lessor written confirmation of its final approval. Lessor shall send such confirmation to Lessee promptly upon Lessor's receipt of all related lease documents duly executed by Lessee.

(b) As to this Schedule only, the following provision is hereby added: "**NON-ASSIGNABILITY BY LESSOR:** Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease."

8. FISCAL PERIOD: _____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:
WEST VALLEY CITY, UTAH

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

By: _____

Name and Title

Name and Title

Date

Date

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

Amount Financed:	\$44,549.35
Interest Rate:	3.11%
# Years:	4
# Payments Per Year:	4
Payment	\$2,971.89

The first payment of Rent will be due 90 days after the Acceptance Date and all payments will be due quarterly thereafter.

Pmt No.	Payment Amount	Interest portion	Principal Portion	Principal Balance	Concluding Payments
0				\$44,549.35	\$45,440.34
1	\$2,971.89	\$346.34	\$2,625.55	\$41,923.80	\$42,762.28
2	\$2,971.89	\$325.93	\$2,645.96	\$39,277.84	\$40,063.40
3	\$2,971.89	\$305.36	\$2,666.53	\$36,611.31	\$37,343.54
4	\$2,971.89	\$284.63	\$2,687.26	\$33,924.05	\$34,602.53
5	\$2,971.89	\$263.74	\$2,708.15	\$31,215.90	\$31,840.22
6	\$2,971.89	\$242.68	\$2,729.21	\$28,486.69	\$29,056.42
7	\$2,971.89	\$221.47	\$2,750.42	\$25,736.27	\$26,251.00
8	\$2,971.89	\$200.08	\$2,771.81	\$22,964.46	\$23,423.75
9	\$2,971.89	\$178.53	\$2,793.36	\$20,171.10	\$20,574.52
10	\$2,971.89	\$156.82	\$2,815.07	\$17,356.03	\$17,703.15
11	\$2,971.89	\$134.93	\$2,836.96	\$14,519.07	\$14,809.45
12	\$2,971.89	\$112.88	\$2,859.01	\$11,660.06	\$11,893.26
13	\$2,971.89	\$90.65	\$2,881.24	\$8,778.82	\$8,954.40
14	\$2,971.89	\$68.25	\$2,903.64	\$5,875.18	\$5,992.68
15	\$2,971.89	\$45.68	\$2,926.21	\$2,948.97	\$3,007.95
16	\$2,971.89	\$22.92	\$2,948.97	\$0.00	\$0.00
Total Payments	\$47,550.24	\$3,000.89	\$44,549.35		

Please note that the Concluding Payment includes a 2% prepayment premium which is payable only in the event you prepay this lease early.

Please Initial and date here: _____
Lessee





hp financial services

Master Agreement Number: 104116
Schedule Number: 104116000040

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company³ ("Lessor") and West Valley City, Utah, an agency, department or political subdivision of the State of Utah ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease, that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

3600 Constitution Blvd., West Valley, UT 84119

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

WEST VALLEY CITY, UTAH

By: _____

Name and Title

Acceptance Date: _____

³ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	



VLCM
3520 South 300 West
Salt Lake City, Utah 84115
United States
<http://www.slcval.com>
(P) 801-262-9277
(F) 801-262-4752

Quotation (Open)

Date

Sep 24, 2014 03:18 PM MDT

Doc #

212694 - rev 1 of 1

Description

Barracuda Web Filter 910

SalesRep

Rolfe, Kylie
(P) 801-262-9277

Customer Contact

WESTPHAL, RICK
(P) 801-963-3208
Rick.Westphal@wvc-ut.gov

Customer

WEST VALLEY CITY (WVCITY)
WESTPHAL, RICK
3600 CONSTITUTION BLVD
ATTN RICK
WEST VALLEY, UT 84119
United States
(P) 801-963-3234
(F) 801-966-8455

Bill To

WEST VALLEY CITY
WESTPHAL, RICK
3600 CONSTITUTION BLVD
ATTN RICK
WEST VALLEY, UT 84119
United States
(P) 801-963-3234
(F) 801-966-8455

Ship To

WEST VALLEY CITY
WESTPHAL, RICK
3600 CONSTITUTION BLVD ATTN
RICK
WEST VALLEY, UT 84119
United States
(P) 801-963-3234
(F) 801-966-8455

Ship Via:

UPS Ground

Shipping Instructions:**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
1	Barracuda Web Filter 910	BYF910a	1	\$15,881.18	\$15,881.18
2	1 Year EU/IR				
3	Barracuda Energize Updates Virus definitions update - hourly updates - 1 year - for P/N: BYF910A	BYF910A-E1	1	\$4,975.94	\$4,975.94
4	Barracuda Instant Replacement Extended service agreement - replacement - 1 year - shipment - 24 h - for P/N: BYF910A, BYF910A1, BYF910A3, BYF910A5	BYF910A-H1	1	\$4,075.94	\$4,075.94
5	3 Years EU/IR				
6	Barracuda Energize Updates Virus definitions update - hourly updates - 3 years - for P/N: BYF910A	BYF910A-E3	1	\$12,678.88	\$12,678.88
7	Barracuda Instant Replacement Extended service agreement - replacement - 3 years - shipment - 24 h - for P/N: BYF910A, BYF910A1, BYF910A3, BYF910A5	BYF910A-H3	1	\$10,402.41	\$10,402.41
8	Discount	DISCOUNT	-1	\$3,465.00	\$-3,465.00

Please note that memory pricing is good for time of quotation and may change at any time.

Subtotal: \$44,549.35
Tax (0%): \$0.00
Total: \$44,549.35

Item: _____
Fiscal Impact: \$325,000.00
Funding Source: Salt Lake County Funds
Account No: _____
Budget Opening Required: ☒

Issue:

A resolution authorizing an agreement with EDA Architects for design, development, and construction administration services for the Utah Cultural Celebration Center (UCCC) basement renovation project.

Synopsis:

West Valley City will enter into an agreement with EDA Architects to provide architectural and engineering services for the UCCC basement renovation project. EDA Architects will prepare master plans and construction documents, assist with the bidding process, and provide contract administration services for the construction contract.

Background:

EDA Architects will provide professional services including architectural design, engineering services and construction administration for the Utah Cultural Celebration Center basement renovation project. The UCCC basement plaza level will be renovated to include a black box theater with supporting classrooms, art, dance, and theater rooms, and additional amenities that will provide the citizens of West Valley City and Salt Lake County with an excellent facility in which to experience the visual and performing arts.

Funding for this project is provided by Salt Lake County in the amount of \$2,500,000.00 in order to enhance the UCCC's ability to provide arts programming by professional and community based arts organizations to the citizens of West Valley City and Salt Lake County.

It is anticipated that the UCCC basement renovation project will begin construction in the winter of 2015.

Recommendation:

City staff recommends approval of the resolution.

Submitted By:

Hagop "Jake" Arslanian Sr. Administrative and Facilities Support Services Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH EDA ARCHITECTS, INC., FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES, CONSTRUCTION DOCUMENT PREPARATION, AND CONSTRUCTION CONTRACT ADMINISTRATION FOR THE UTAH CULTURAL CELEBRATION CENTER PLAZA LEVEL RENOVATION PROJECT.

WHEREAS, West Valley City (herein the “City”), in partnership with Salt Lake County, plans to renovate the basement plaza level of the Utah Cultural Celebration Center to provide additional amenities and public programs for the Salt Lake Valley (herein the “Project”); and

WHEREAS, the City desires to contract with a professional architectural firm to perform design, engineering, and construction administration services for the Project; and

WHEREAS, EDA Architects, Inc., (herein “EDA”) is a professional architectural firm that has the qualifications, expertise, and desire to provide the necessary services to the City; and

WHEREAS, an agreement entitled “Professional Services Contract Design, Development, and Construction of the Basement Remodel in the Utah Cultural Celebration Center” (herein the “Agreement”), has been prepared for execution by the City and EDA, a copy of which is attached hereto, and which sets forth the rights, duties and obligations of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with EDA for the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement with EDA is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute the Agreement for and in behalf of the City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**PROFESSIONAL SERVICES CONTRACT
DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE
BASEMENT REMODEL IN THE UTAH CULTURAL CELEBRATION CENTER**

THIS AGREEMENT is made this _____ day of _____, 2014, by and between West Valley City (herein “CITY”), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and EDA Architects, Inc. (herein “Architect”). The CITY and Architect shall collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the CITY seeks to contract with a professional architectural firm for the design and construction document preparation services for the basement improvements in the Utah Cultural Celebration Center (herein the “Project”), in West Valley City; and

WHEREAS, the CITY has determined that the Architect is the best qualified firm to provide the CITY with professional architectural services for the design and construction of the Project; and

WHEREAS, the CITY desires to retain the Architect’s expertise and professional services for the purposes described above;

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties hereby agree as follows:

AGREEMENT:

1. Project Description. Architect shall design the following improvements for the lowest level of the Utah Cultural Celebration Center building:

- A.** Black Box Theatre with AV Room, Dimming Rack and Recording System
- B.** Dressing Rooms
- C.** Dance Studio with solid wood flex floor and separate AV and Sound System
- D.** Arttrageous Room
- E.** Five multi-purpose rooms with removable dividers, AV, and Sound Systems
- F.** Office Spaces
- G.** Boiler and HVAC Mechanical Room
- H.** Elevator to the main floor
- I.** Storage Space
- J.** Restroom Facility
- K.** Kitchen
- L.** Storage Space for the gallery
- M.** Dedicated Space for the museum and Historical Society
- N.** Lobby and Reception Areas

- O. Corridor Track Lighting and infrastructure for display
- P. Security—cameras, card readers and paging system
- Q. HVAC System
- R. Generator and UPS System
- S. Parking Lot
- T. TV and Visual Aid installations

The Architect shall coordinate with City regarding each of the items set forth in this Section in accordance with the terms and conditions in this Agreement.

2. **Architect's Services.** The Architect shall perform all of the architectural and other services covered by this Agreement associated with the design and construction of the Project. It is the intent of the Parties that the services be rendered by the Architect on a staged basis. The stages shall be as follows: Master Plan Phase (Exhibit "A"), Construction Document Phase (Exhibit "B"), Bidding Phase (Exhibit "C"), and Construction Administration Phase (Exhibit "D"). Architect agrees to fully execute and perform the scope of work for each stage. Each stage and the corresponding scope of work for that stage is attached hereto, and incorporated herein, as an Exhibit. The Architect agrees to attend all meetings and hearings that pertain to the Project at the request of the CITY.
3. **Architect's Responsibilities.** The Architect will provide all professional services necessary for the complete design and documentation for development and construction of the Project. The Architect agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the complete design and preparation of construction documents, whether or not those services are individually expressed in this Agreement. The Architect agrees that the compensation set forth herein includes services for Pre-Design, Program Determination, Preliminary Design, and completion of the Master Plan. The Architect further agrees as follows:
 - A. **Time is of the Essence.** The Architect's services and all decisions called for hereunder shall be provided in an expeditious manner in accordance with the deadlines in each Exhibit. Any modifications in the deadlines created in the Exhibit shall be mutually agreed upon by the Parties. The Architect shall achieve the deadlines in each Exhibit consistent with the level of professional skill and care required under this Agreement. The Architect shall not exceed the deadlines established in the Exhibits; provided, however, that the Architect shall not be responsible for delays in the schedules caused solely by the CITY or other parties not under the Architect's control.
 - B. **Standards of Care and Service.** All services provided by the Architect hereunder shall be performed in accordance with the professional standards of licensed architects in the intermountain region, experienced and competent in design and construction of arts facilities such the Black Box Theater and Performing Arts Center, and the Architect shall be responsible for all services

provided hereunder, whether such services are provided by Architect directly or by the Architect's consultants. All services provided by the Architect's consultants hereunder shall be performed in accordance with the professional standards of licensed design professionals of their respective disciplines in the intermountain region, experienced and competent in the design and construction of arts facilities such as the Black Box Theater and Performing Arts Center.

- C. Financial Solvency.** The Architect represents and warrants that it is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the services and perform its obligations under this Agreement.
- D. Responsibility for Documents.** Notwithstanding any approval from the CITY of the documents prepared by Architect pursuant to this Agreement, the Architect and Architect's consultants shall be solely responsible, as measured by the standard of care as defined herein, for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the improvements described in such documents; (iii) the compliance of such documents and the improvements described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Project applicable to the Project at the time of the issuance of the Building Permit for the improvements described in such documents (including the Americans with Disabilities Act Accessibility Guidelines); and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the CITY, if any. The Architect shall be responsible for the adequacy, accuracy, and coordination of all documents used on the Project prepared by the Architect, the Architect's consultants, or their subconsultants of any tier.
- E. Responsibility of Consultants.** The Architect shall be responsible for all the Architect's consultants and subconsultants of any tier for the services set forth in this Agreement. The Architect shall be solely responsible for compensation due to consultants and subconsultants at any tier for the services set forth in this Agreement.
- 4. Additional Services.** The CITY shall only be obligated to compensate the Architect as set forth in this Agreement. The CITY shall not be obligated to compensate the Architect for any additional services unless those services are approved, in writing, by the CITY.
- 5. CITY's Responsibilities.** The CITY shall be responsible for the following:

 - A. Budget.** The CITY shall establish a budget for Project costs (herein the "Project Budget"), in consultation with the Architect.
 - B. Representatives.** The CITY shall designate representatives authorized to act on behalf of the CITY. The representatives shall render decisions in a timely manner in order to avoid unreasonable delay.

- C. Corrections.** The CITY shall endeavor to provide prompt written notice to the Architect if the CITY becomes aware of any fault or defect in the Project, including errors or omissions, or inconsistencies or deviations from this Agreement.
- D. Compensation.** The CITY shall compensate the Architect for Exhibits “A” through “D” in an amount not to exceed \$325,000. For additional services provided by Architect and approved in writing by the City, Architect shall be compensated in accordance with the hourly rates set forth in Exhibit “E.” Architect shall invoice the City for services rendered at the completion of each stage of the Project.
- 6. Payments Withheld.** In the event that a claim is asserted by a claimant retained by, through, or under the Architect or the Architect’s consultants for unpaid fees or reimbursable costs (including a bankruptcy trustee), or in the event the CITY has reason to believe a claim will be asserted by any such claimant, the CITY shall have the right to withhold from payment otherwise due to the Architect hereunder up to 150% of the amount of any such claim or anticipated claim. The CITY shall furthermore have the right to apply amounts withheld pursuant to the terms of this Section to satisfy the Architect’s obligations to its consultants or to satisfy the obligations of the Architect’s consultants to others. This Section shall be construed as liberally as possible to allow the CITY great flexibility to pay such claimants as the CITY shall determine in its sole and absolute discretion.
- 7. Instruments of Service.** The Parties acknowledge that any and all drawings, specifications, reports, models, and other documents and data (including documents, drawings, and data retained or stored by electronic means, such as AutoCad 2008 or compatible or similar files) prepared by the Architect or by the Architect’s consultants or its subconsultants of any tier related to the Project pursuant to this Agreement are Instruments of Service. The Architect represents and warrants that the Architect owns all of the rights, title and interest in the Instruments of Service and that ownership of the Instruments of Service is fully assignable. Accordingly, the Architect hereby assigns to the CITY ownership of all Instruments of Service and hereby assigns to the CITY all common law, statutory, or other reserved rights, including all copyrights that the Architect has in the Instruments of Service. The Architect shall require similar assignment by its consultants and subconsultants of any tier to the CITY. At the completion of the Project or upon termination of this Agreement, whichever occurs first, the Architect, its consultants, and subconsultants at any tier shall promptly deliver reproducible files (including AutoCad 2008 or compatible or similar files) to the CITY all Instruments of Service related to the Project and/or prepared pursuant to this Agreement. Any reuse of the Instruments of Service by the CITY for any project other than the Project will be at the CITY’s sole risk, and the Architect, its consultants, and subconsultants shall not be liable.

- 8. Professional Materials.** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the CITY's or the Redevelopment Agency of West Valley City's confidential or proprietary information.
- 9. Termination.** The Parties may terminate this Agreement as follows:
- A.** The Architect shall provide the CITY with thirty (30) days' written notice of the Architect's intention to suspend or terminate this Agreement. The notice shall state the Architect's grievance, if one exists, and the means by which the CITY may cure the grievance. The CITY may either cure the grievance within a reasonable time or accept the Architect's termination of the Agreement.
- B.** This Agreement may be terminated by the CITY without cause, or for the CITY's convenience, upon five (5) days' written notice to the Architect. In the event of such termination, Architect shall be compensated for services rendered prior to termination.
- C.** In the event of termination, the Architect shall deliver to the CITY all Instruments of Service in accordance with Section 7 of this Agreement.
- 10. Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:
- If to the CITY: West Valley City
Attn: Hagop "Jake" Arslanian, Sr.
3600 Constitution Blvd.
West Valley City, Utah 84119
- If to the Architect: EDA Architects, Inc.
Attn: Thomas S. Brennan
The Boston Building
9 Exchange Place, Suite 1100
Salt Lake City, Utah 84111
- 11. Independent Contractor.** It is understood and agreed that the Architect is an independent contractor, and that the officers and employees of the Architect shall not be employees, officers, or agents of the CITY; nor shall they represent themselves to be CITY employees; nor shall they be entitled, as a result of the execution of this

Agreement, to any benefits or protections that would otherwise be available to CITY employees.

12. **Conflict of Interest.** The Architect warrants that no CITY employee, official, or agent has been retained by the Architect to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of the Architect, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. The Architect further warrants that the Architect shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise the Architect's professional judgment with respect to the Project.
13. **Indemnification.** To the fullest extent permitted by law, the Architect agrees to indemnify, defend, and hold the CITY harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the CITY for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Architect's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of the Architect and/or the Architect's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the CITY shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the CITY. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the CITY. In addition, the Architect agrees to procure from each consultant retained by the Architect with respect to the Project an indemnity agreement in favor of the CITY to the same extent and form as this Section.
14. **Limitation of Liability of CITY for Document Review Services.** The CITY shall review all documents prior to approval of such documents. However, the CITY's document review in no way relieves the Architect of design liability or contractual responsibility under this Agreement. Such reviews and approvals are solely for the purpose of determining the general conformance of such documents to the Project. The CITY shall have no duty or responsibility to review such documents for their accuracy or technical adequacy or compliance with applicable laws, codes, ordinances, or regulations. The Architect covenants and agrees not to bring any claim or assert any defense against the CITY for any alleged negligence or fault of the CITY in failing to discover errors or omissions in the documents prepared by the Architect or the Architect's consultants. Any defective documents prepared by the Architect or the Architect's consultants shall be promptly corrected at no cost to the CITY. The CITY's approval, acceptance, or use of, or payment for, all or any part of the Architect's services hereunder shall in no way constitute any waiver of claims or acceptance of defective services, or alter the Architect's obligations or the CITY's rights hereunder.

15. **Insurance.** Architect shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to the Architect hereunder), such insurance as will protect the Architect and the CITY with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:
- A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$1,000,000, annual aggregate: \$2,000,000.
 - B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$1,000,000.
 - C. **Valuable Papers and Records and Electronic Data Processing (Data and Media Coverage Insurance).** In an amount not less than \$200,000.
 - D. **Worker's Compensation.** In an amount not less than the statutory limits required by law.
 - E. **Employer's Liability Insurance.** In an amount not less than \$1,000,000.
 - F. **Professional Liability Insurance.** In an amount not less than \$2,000,000 per claim and \$2,000,000 aggregate.
 - G. **Consultants.** The Architect shall require that any and all consultants engaged or employed by the Architect, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period with the same conditions as stated in Paragraph H of this Section.
 - H. **Conditions.** The Architect shall not commence services under this Agreement until the Architect has obtained all insurance required herein. Architect shall provide the CITY with Waivers of Subrogation for Worker's Compensation and Employer's Liability Insurance. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the CITY as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the CITY at the execution of this Agreement. Architect shall notify the CITY not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the CITY is damaged in any way by failure of the Architect or the Architect's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, the Architect shall bear all costs, expenses, and damages incurred by the CITY arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the CITY reserves

the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

16. **Subcontract Assignment.** The Architect shall not assign any rights or interest herein without prior written consent of the CITY.
17. **Third Parties.** Nothing in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the CITY.
18. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether work is performed by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
19. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties.
20. **Entire Agreement.** This Agreement contains the entire and integrated agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid.
21. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the Parties hereto.
22. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
23. **Binding on Successors.** This Agreement shall bind and inure to the benefit of the Parties' partners, assigns, legal representatives, and successors-in-interest.
24. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

(Signatures follow on the next page)

Mayor

ATTEST:

EDA ARCHITECTS

By:
Its:

State of _____) :ss
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of _____ [name of corporation], a corporation, and that this Professional Services Contract was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public

EXHIBIT “A”

MASTER PLAN PHASE

Architect shall assist the City during the master plan phase by providing the following services:

- A. Pre-Design:
 - 1. Obtain from West Valley City staff all existing available materials and data including surveys and utility plans as a base of information upon which to formulate and justify design recommendations for the Project.
- B. Program Determination:
 - 1. Discuss with City staff the elements and sequencing to be included in the master plan.
 - 2. Prepare a schedule for meetings during the design phase with City Staff to discuss the status of the project regarding progress, design, schedule, and issues.
- C. Preliminary Design:
 - 1. Prepare 1-2 concept studies for the Project illustrating the scale, functional relationships and strategic placement of the various elements for review by City staff.
 - 2. Select the preferred concept for further refinement.
- D. Final Master Plan:
 - 1. Prepare illustrative Master Plan showing the locations of all site elements as well as the location of a future restroom and parking lot expansion.
 - 2. Present Master Plan to City Council and Salt Lake County as requested by the City.
- E. Architect shall complete the services set forth in this Exhibit “A,” Master Plan Phase, on or before March 4, 2015.

EXHIBIT “B”

CONSTRUCTION DOCUMENT PHASE

Architect shall assist the City during the construction document phase by performing the following services:

- A. Architect shall prepare detailed construction documents for development of the Project. Plans will include:
 - 1. Layout Plan and Details
 - 2. Specifications
 - 3. Dimensioned Black Box Theater Plan
 - 4. Dance Studios Plans
 - 5. Building Elevations
 - 6. Building Sections
 - 7. Architectural Schedules and Details
 - 8. Structural Footing and Foundation Plan
 - 9. Structural Floor Framing Plans
 - 10. Structural Roof Framing Plan
 - 11. Structural Notes, Schedules and Details
 - 12. Mechanical Plan
 - 13. Mechanical Schedules and Details
 - 14. Plumbing Plan
 - 15. Plumbing Schedules and Details
 - 16. Electrical Site Plan
 - 17. Electrical Power Plans
 - 18. Electrical Lighting Plans
 - 19. Fire Alarm Plan
 - 20. Electrical One Line Diagram, Panel Schedules and Details
 - 21. Technical Specifications
 - 22. Permits and Applications
- B. Architect shall prepare Bid Documents.
- C. Architect shall prepare all Construction Documents and Bid Documents using the specifications and general conditions approved by the City and in compliance with Title 5 of the West Valley City Code.
- D. Architect shall prepare estimate of construction costs.

- E. Architect shall coordinate all development issues with appropriate agencies and jurisdictions including the City and utility companies.
- F. Architect shall assist the City in obtaining development and building permit approvals.
- G. Architect shall complete the services set forth in this Exhibit "B," Construction Document Phase, on or before July 1, 2015.

EXHIBIT “C”

BIDDING PHASE

Architect shall assist the City during the bidding process by reviewing the list of contractors, issuing necessary addenda and responding to contractors' questions.

The Bidding Phase shall be complete on or before August 1, 2015.

EXHIBIT “D”

CONSTRUCTION ADMINISTRATION PHASE

Architect shall assist the City during the construction administration phase by performing the following services only when requested by the City and with prior written approval:

- A. Fully participate in the pre-construction conference.
- B. Fully participate in the regularly scheduled construction progress meetings with the contractor’s representative and the City’s representative. Take the lead in identifying and resolving issues arising throughout the construction phase. Record and make timely distributions to all major project participants with a summary of the issues, resolutions, and actions determined in these meetings.
- C. Make additional site inspection visits to the construction site to observe, monitor, and evaluate the work of the contractor, and to interpret the contract documents and assist in solving problems. These visits shall be sufficient to observe all the major construction activity, to measure the quality of both labor and material against criteria of the contract documents, and to evaluate the overall progress of the contractor and the Project.
- D. Make an official report of all on-site observations each week, describing critical site factors, weather conditions, types of activities in progress, issues requiring resolution and action, instruction given to the contractor regarding concerns and issues, and recommendations to the City regarding the resolution of issues.
- E. Based on site observations, receive, review, evaluate, recommend, and certify the Contractor’s Applications for Payment to the City.
- F. Assist the City in preparation of change orders as required through the construction phase.
- G. Attend pre-final and final inspection. Prepare certificate of substantial completion.
- H. Upon completion of the Project, provide to the City a comprehensive set of as-built drawings in electronic format.
- I. The Construction Administration Phase shall be complete on or before April 30, 2016.

EXHIBIT E

HOURLY RATE SCHEDULE

EDA Architects Inc.

Principal	\$145/hour
Senior Associate	\$120/hour
Associate	\$100/hour
Draftsperson	\$75/hour
Secretarial	\$65/hour

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Storm Drain Easement, and a Grant of Temporary Construction Easement from John G. Dillon and Lisa D. Dillon.

SYNOPSIS:

John G. Dillon and Lisa D. Dillon have signed a Storm Drain Easement, and a Grant of Temporary Construction Easement across their property located at 2560 South 3270 West (15-20-476-001).

BACKGROUND:

The John G. Dillon and Lisa D. Dillon property is one of eight properties which will be affected and benefitted by construction of the 2600 South Ditch Piping Project. The Storm Drain Easement will be along the southern 10 feet of Grantor's property. The Grant of Temporary Construction Easement will be an additional 20 feet north of and abutting the Storm Drain Easement. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Storm Drain Easement and Grant of Temporary Construction Easement. Authorize the City Recorder to record the Storm Drain Easement, and the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A STORM DRAIN EASEMENT AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM JOHN G. DILLON AND LISA D. DILLON, FOR PROPERTY LOCATED AT 2560 SOUTH 3270 WEST (PARCEL 15-20-476-001).

WHEREAS, John G. Dillon and Lisa D. Dillon (herein “Dillon”) own property located at 2560 South 3270 West (herein “the Property”); and

WHEREAS, Dillon has agreed to convey a Storm Drain Easement over the Property as part of the 2600 South Ditch Piping Project; and

WHEREAS, a document entitled “Storm Drain Easement” has been prepared for execution by and between West Valley City and Dillon to allow access to the Property; and

WHEREAS, Dillon has executed a Grant of Temporary Construction Easement to facilitate construction of the storm drain; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Storm Drain Easement and said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Storm Drain Easement and said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easements for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

OK
JB

Space above for County Recorder's use

PARCEL I.D. #15-20-476-001

STORM DRAIN EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **John G. Dillon and Lisa D. Dillon, husband and wife of 3301 W. Haley Drive, Eagle, Idaho 83616**, GRANTORS, hereby grant to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of a storm drain and associated facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Beginning at a point which is South 89°44'20" West 475 feet and South 00°02'38" East 4049.5 feet and South 00°02'38" East 259.9 feet from the Northeast Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian to a point on the on the easterly boundary of Grantors' property, said point also being on the west line of 3270 West Street; and running thence South 00°02'38" East 10.00 feet to the southeast corner of Grantors' property; thence South 89°53'47" West 200 feet to the southwest corner of Grantors' property; thence North 00°02'38" West 10.00 feet; thence North 89°53'47" East 200 feet to the POINT OF BEGINNING. Containing 2,000 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

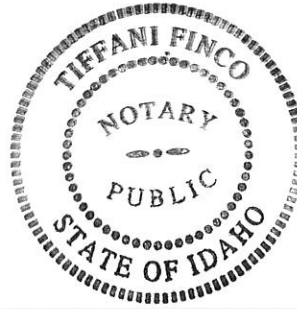
WITNESSED the hands of said GRANTORS this 8TH day of August, 2014.

GRANTORS


John G. Dillon

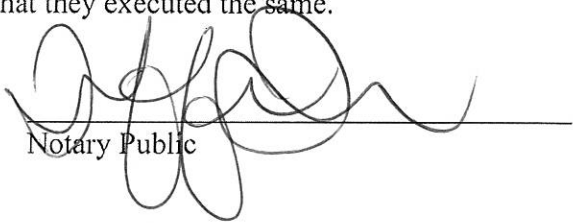

Lisa D. Dillon

Storm Drain Easement
Parcel 15-20-476-001
Page 2 of 2



State of Idaho)
County of Ada) :SS

On this 08th day of August, 2014, personally appeared before me **John G. Dillon and Lisa D. Dillon**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.


Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119



Space above for County Recorder's use

PARCEL ID NO: **15-20-476-001**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **John G. Dillon and Lisa D. Dillon, husband and wife of 3301 W. Haley Drive, Eagle, Idaho 83616**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, under, across and through GRANTORS' land located at **2560 South 3270 West**, for construction and replacement of improvements, said easement being described as follows:

A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Beginning at a point which is South 89°44'20" West 475 feet and South 00°02'38" East 4049.5 feet and South 00°02'38" East 259.9 feet from the Northeast Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian to a point on the on the easterly boundary of Grantors' property, said point also being on the west line of 3270 West Street; and running thence South 89°53'47" West 200 feet to the west boundary of Grantors' property; thence North 00°02'38" West 20.00 feet; thence North 89°53'47" East 200 feet; thence South 00°02'38" East 20.00 feet to the POINT OF BEGINNING. Containing 4,000 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

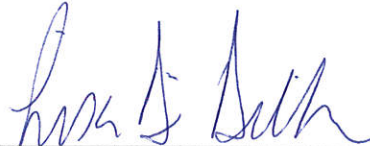
This easement shall automatically terminate **December 31, 2014**, unless otherwise extended in writing by the GRANTORS.

WITNESSED the hands of said GRANTORS this 8th day of August, 2014.

GRANTORS



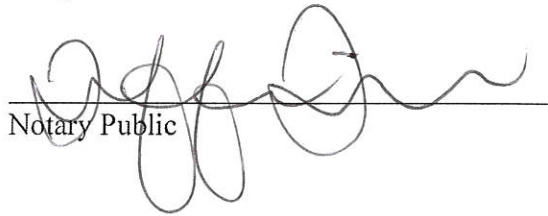
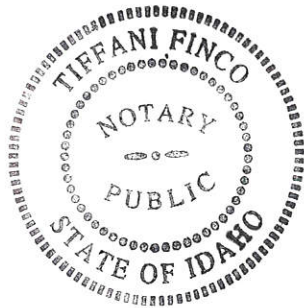
John G. Dillon



Lisa D. Dillon

State of Idaho)
County of Ada) :SS

On this 8th day of August, 2014, personally appeared before me **John G. Dillon and Lisa D. Dillon**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.


Notary Public



2555 S

Cuban Cigar Co., Inc.

Cuban Cigar Co., Inc.

Same Investment Company, L.P.

John G. Dillon &
Lisa D. Dillon

MLI Property
Management, LLC

Orange Panda
Properties, LLC

Bailey Lot
Leasing, LC

Hill Mountain
Investment, L.L.C.

3390 W

3200 W

2650 S

DUGELAND DR

DUGELAND PARK DR

backcountry.com

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Storm Drain Easement, and a Grant of Temporary Construction Easement from Barney Investment Company, a Utah limited partnership.

SYNOPSIS:

Barney Investment Company, a Utah limited partnership has signed a Storm Drain Easement, and a Grant of Temporary Construction Easement across its property located at 3329 West 2555 South (15-20-476-003).

BACKGROUND:

The Barney Investment Company property is one of eight properties which will be affected and benefitted by construction of the 2600 South Ditch Piping Project. The Storm Drain Easement will be along the southern 10 feet of Grantor's property. The Grant of Temporary Construction Easement will be an additional 20 feet north of and abutting the Storm Drain Easement. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Storm Drain Easement and Grant of Temporary Construction Easement. Authorize the City Recorder to record the Storm Drain Easement, and the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A STORM DRAIN EASEMENT AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM BARNEY INVESTMENT COMPANY, A UTAH LIMITED PARTNERSHIP, FOR PROPERTY LOCATED AT 3329 WEST 2555 SOUTH (PARCEL 15-20-476-003).

WHEREAS, Barney Investment Company, a Utah Limited Partnership, (herein “Barney”) owns property located at 3329 West 2555 South (herein “the Property”); and

WHEREAS, Barney has agreed to convey a Storm Drain Easement over the Property as part of the 2600 South Ditch Piping Project; and

WHEREAS, a document entitled “Storm Drain Easement” has been prepared for execution by and between West Valley City and Barney to allow access to the Property; and

WHEREAS, Barney has executed a Grant of Temporary Construction Easement to facilitate construction of the storm drain; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Storm Drain Easement and said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Storm Drain Easement and said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easements for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #15-20-476-003

STORM DRAIN EASEMENT


For valuable consideration, receipt whereof is hereby acknowledged, **Barney Investment Company, a Utah limited partnership** of 839 South 3600 West, Salt Lake City, Utah 84104, GRANTOR, hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of a storm drain and associated facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

The Southerly 10.00 feet of Lot 10B of Wedelco Industrial Subdivision, according to the official plat thereof recorded in Book 84-2 at page 9 in the office of the Salt Lake County Recorder, located in the East Half of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Containing 738 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 29th day of JULY, 2014.

GRANTOR
Barney Investment Company,
a Utah limited partnership


By: KEITH G. BARNEY
General Partner

OK
R

State of UTAH)
County of SALT LAKE) :ss

On this 29TH day of JULY, 2014, personally appeared before me KEITH G. BARNEY, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **General Partner**, of **Barney Investment Company, a Utah limited partnership**, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said partnership.




Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

OK
h

Space above for County Recorder's use

PARCEL ID NO: 15-20-476-003

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Barney Investment Company, a Utah limited partnership of 839 South 3600 West, Salt Lake City, Utah 84104**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, GRANTEE, its successors and assigns, a temporary construction easements on, over, across and through GRANTOR'S land located at **3329 West 2555 South**, for construction and replacement of improvements, said easement being described as follows:

The Northerly 20.00 feet of the Southerly 30.00 feet of Lot 10B of Wedelco Industrial Subdivision, according to the official plat thereof recorded in Book 84-2 at page 9 in the office of the Salt Lake County Recorder, located in the East Half of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Containing 1,476 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2014**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 29TH day of JULY, 2014.

GRANTOR
**Barney Investment Company,
a Utah limited partnership**

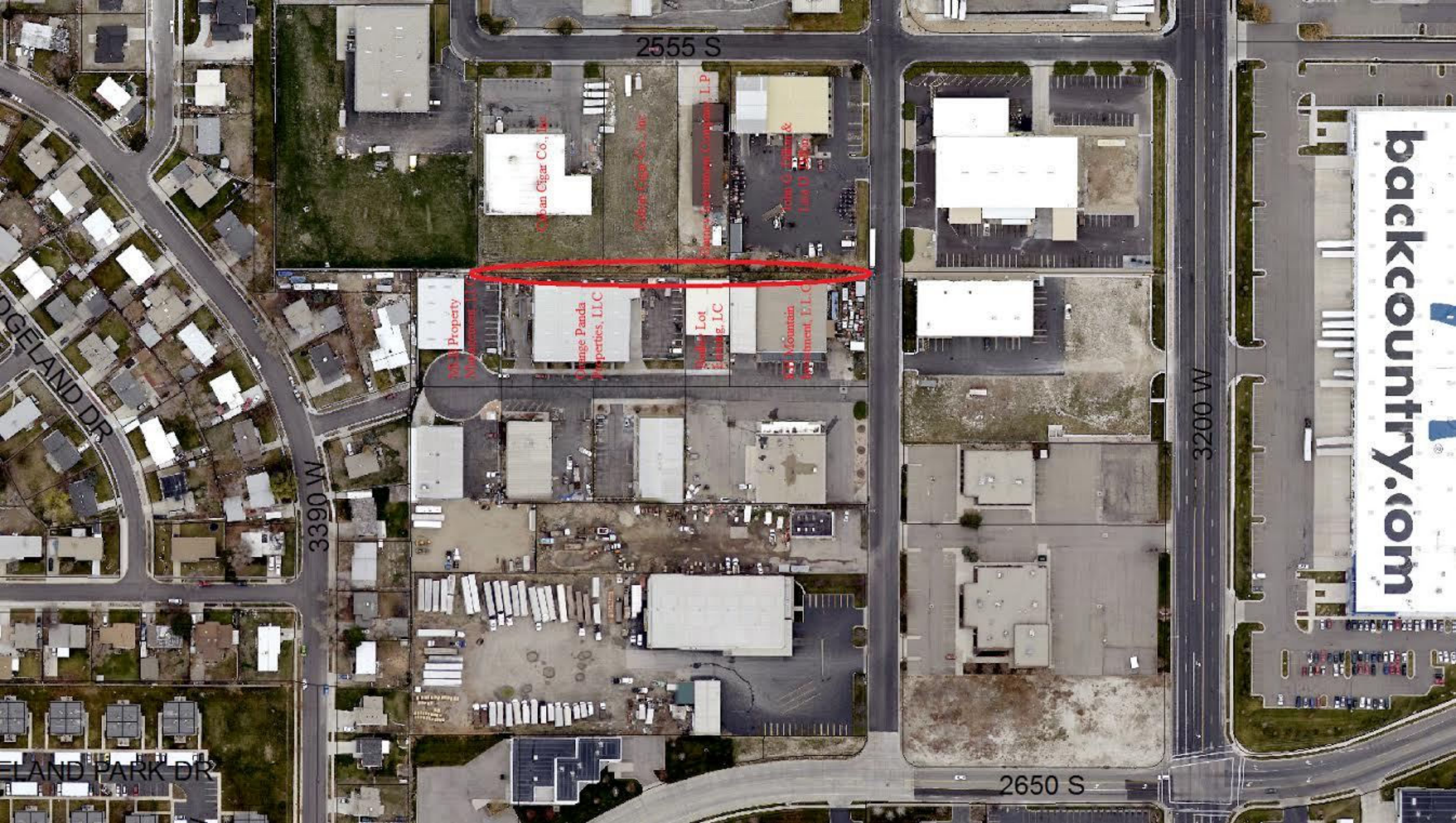
Keith G. Barney
By: KEITH G. BARNEY
General Partner

State of UTAH)
)
County of SALT LAKE) :ss

On this 29TH day of JULY, 2014, personally appeared before me KEITH G. BARNEY, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **General Partner**, of **Barney Investment Company, a Utah limited partnership**, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said partnership.




Notary Public



2555 S

Cuban Cigar Co., Inc.

Cuban Cigar Co., Inc.

Charles Investment Company, L.P.

John G. Williams &
Lisa D. Williams

Mid-It Property
Management, LLC

Orange Panda
Properties, LLC

Shades Lot
Lighting, LLC

Red Mountain
Investment, L.L.C.

3390 W

3200 W

2650 S

backcountry.com

EDGE LAND DR

EDGE LAND PARK DR

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Storm Drain Easement, and a Grant of Temporary Construction Easement from MLB Property Management, LLC, a Utah limited liability company.

SYNOPSIS:

MLB Property Management, LLC, a Utah limited liability company has signed a Storm Drain Easement, and a Grant of Temporary Construction Easement across its property located at 2608 South 3270 West (15-20-477-015).

BACKGROUND:

The MLB Property Management, LLC property is one of eight properties which will be affected and benefitted by construction of the 2600 South Ditch Piping Project. The Storm Drain Easement will be along the north five feet of Grantor's property. The Grant of Temporary Construction Easement will be an additional five feet north of and abutting the Storm Drain Easement. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Storm Drain Easement and Grant of Temporary Construction Easement. Authorize the City Recorder to record the Storm Drain Easement, and the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A STORM DRAIN EASEMENT AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM MLB PROPERTY MANAGEMENT, LLC, FOR PROPERTY LOCATED AT 2608 SOUTH 3270 WEST (PARCEL 15-20-477-015).

WHEREAS, MLB Property Management, LLC (herein “MLB”) owns property located at 2608 South 3270 West (herein “the Property”); and

WHEREAS, MLB has agreed to convey a Storm Drain Easement over the Property as part of the 2600 South Ditch Piping Project; and

WHEREAS, a document entitled “Storm Drain Easement” has been prepared for execution by and between West Valley City and MLB to allow access to the Property; and

WHEREAS, MLB has executed a Grant of Temporary Construction Easement to facilitate construction of the storm drain; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Storm Drain Easement and said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Storm Drain Easement and said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easements for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119



Space above for County Recorder's use

PARCEL I.D. # **15-20-477-015**

STORM DRAIN EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **MLB Property Management, LLC, a Utah limited liability company of 2608 South 3270 West, Suite B, West Valley City, Utah 84119**, GRANTOR, hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of a storm drain and associated facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.5 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 651.99 feet South 00°02'38" East; thence 550.198 feet South 89°54'34" West; thence 165.99 feet North 00°02'38" West to the southeast corner of Grantor's property; thence 165.93 feet North 00°02'38" West to the northeast corner of Grantor's property, being the POINT OF BEGINNING; thence South 89°53'47" West 36.00 feet along the northerly boundary of Grantor's property; thence South 00°02'38" East 5.00 feet; thence North 89°53'47" East 36.00 feet to the easterly boundary of Grantor's property; thence North 00°02'38" West 5.00 feet to the POINT OF BEGINNING. Containing 180 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 31ST day of JULY,
2014.

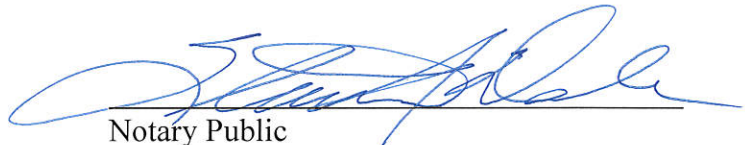
GRANTOR
MLB Property Management, LLC,
a Utah limited liability company



By: BILL MARK BEVAN
Title: President Managing Member

State of Utah)
 :SS
County of Salt Lake)

On this 31ST day of JULY, 2014, personally appeared before
me BILL MARK BEVAN, whose identity is personally
known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the
MANAGING MEMBER of **MLB Property Management, LLC, a**
Utah limited liability company, by authority of its members or its articles of organization, and
he acknowledged to me that said limited liability company executed the same.


Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

OK


Space above for County Recorder's use

PARCEL ID NO: **15-20-477-015**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **MLB Property Management, LLC, a Utah limited liability company of 2608 South 3270 West, Suite B, West Valley City, Utah 84119**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, under, across and through GRANTOR'S land located at **2608 South 3270 West**, for construction and replacement of improvements, said easement being described as follows:

A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.5 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 651.99 feet South 00°02'38" East; thence 550.198 feet South 89°54'34" West; thence 165.99 feet North 00°02'38" West to the southeast corner of Grantor's property; thence 160.93 feet North 00°02'38" West to a point on the easterly boundary of Grantor's, said point being the POINT OF BEGINNING; thence South 89°53'47" West 36.00 feet; thence South 00°02'38" East 5.00 feet; thence North 89°53'47" East 36.00 feet to the easterly boundary of Grantor's property; thence North 00°02'38" West 5.00 feet to the POINT OF BEGINNING. Containing 180 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2014**, unless otherwise extended in writing by the GRANTOR.

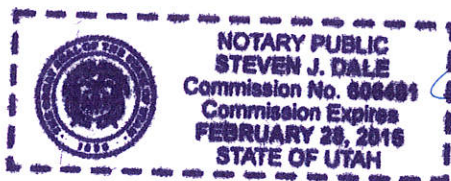
WITNESSED the hand of said GRANTOR this 31st day of JULY, 2014.

GRANTOR
MLB Property Management, LLC,
a Utah limited liability company

By: Bill M. Bowen 102
Title: President Managing Member

State of Utah)
)
) :SS
County of Salt Lake)

On this 31ST day of JULY, 2014, personally appeared before me BILL MARK BEVAN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the MANAGING MEMBER of **MLB Property Management, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



Notary Public



2555 S

Cuban Cigar Co., Inc.

Cuban Cigar Co., Inc.

Bame Investment Company, L.P.

John G. Dillon &
Lisa D. Dillon

MLB Property
Management, LLC

Orange Panda
Properties, LLC

Bulley Lot
Leasing, LC

Red Mountain
Investment, L.L.C.

3390 W

3200 W

2650 S

backcountry.com

EDGE LAND DR

ELAND PARK DR

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Storm Drain Easement, and a Grant of Temporary Construction Easement from Bailey Lot Leasing, LC, a Utah limited liability company.

SYNOPSIS:

Bailey Lot Leasing, LC, a Utah limited liability company has signed a Storm Drain Easement, and a Grant of Temporary Construction Easement across its property located at 2602 South 3270 West (15-20-477-007).

BACKGROUND:

The Bailey Lot Leasing, LC property is one of eight properties which will be affected and benefitted by construction of the 2600 South Ditch Piping Project. The Storm Drain Easement will be along the north five feet of Grantor's property. The Grant of Temporary Construction Easement will be an additional five feet north of and abutting the Storm Drain Easement. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Storm Drain Easement and Grant of Temporary Construction Easement. Authorize the City Recorder to record the Storm Drain Easement, and the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A STORM DRAIN EASEMENT AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM BAILEY LOT LEASING, LC, FOR PROPERTY LOCATED AT 2602 SOUTH 3270 WEST (PARCEL 15-20-477-007).

WHEREAS, Bailey Lot Leasing, LC (herein “Bailey”) owns property located at 2602 South 3270 West (herein “the Property”); and

WHEREAS, Bailey has agreed to convey a Storm Drain Easement over the Property as part of the 2600 South Ditch Piping Project; and

WHEREAS, a document entitled “Storm Drain Easement” has been prepared for execution by and between West Valley City and Bailey to allow access to the Property; and

WHEREAS, Bailey has executed a Grant of Temporary Construction Easement to facilitate construction of the storm drain; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Storm Drain Easement and said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Storm Drain Easement and said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easements for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

AB
OK

Space above for County Recorder's use

PARCEL I.D. # **15-20-477-007**

STORM DRAIN EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Bailey Lot Leasing, LC, a Utah limited liability company of 3749 South State Street, Salt Lake City, Utah 84115**, GRANTOR, hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of a storm drain and associated facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

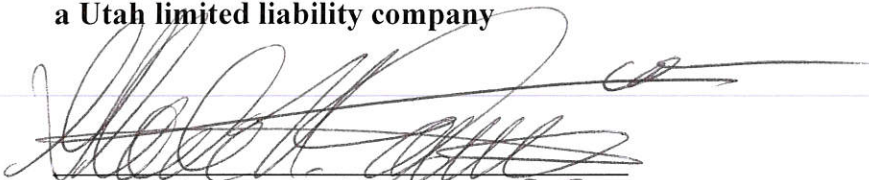
A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.5 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 320.06 feet South 00°02'38" East; thence 221.85 feet South 89°53'47" West to the northeast corner of Grantor's property, being the POINT OF BEGINNING; thence South 00°02'38" East 5.00 feet along the east boundary of Grantor's property; thence South 89°53'47" West 65.75 feet to the westerly boundary of Grantor's property; thence North 00°02'38" West 5.00 feet to the northwest corner of Grantor's property; thence North 89°53'47" East 65.75 feet to the POINT OF BEGINNING. Containing 329 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

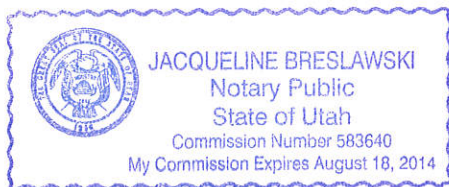
WITNESSED the hand of said GRANTOR this 16 day of August,
2014.

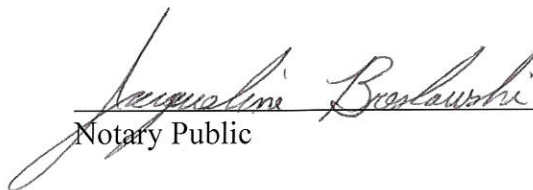
GRANTOR
Bailey Lot Leasing, LC,
a Utah limited liability company


By: GLADE N. JAMES
Title: PRESIDENT

State of Utah)
 :SS
County of Salt Lake)

On this 16TH day of AUGUST, 2014, personally appeared before
me JACQUELINE BRESLAWSKI, whose identity is personally
known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the
PRESIDENT of **Bailey Lot Leasing, LC, a Utah limited
liability company**, by authority of its members or its articles of organization, and he
acknowledged to me that said limited liability company executed the same.




Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

OK

Space above for County Recorder's use

PARCEL ID NO: **15-20-477-007**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Bailey Lot Leasing, LC, a Utah limited liability company of 3749 South State Street, Salt Lake City, Utah 84115**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, under, across and through GRANTOR'S land located at **2602 South 3270 West**, for construction and replacement of improvements, said easement being described as follows:

A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

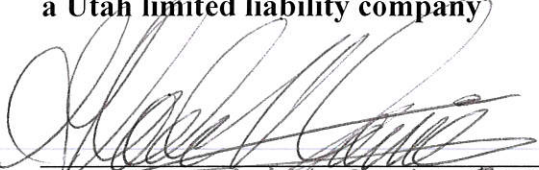
Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.5 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 320.06 feet South 00°02'38" East; thence 221.85 feet South 89°53'47" West to the northeast corner of Grantor's property, thence 5.00 feet South 00°02'38" East along the east boundary of Grantor's property to the POINT OF BEGINNING; thence South 00°02'38" East 5.00 feet along the east boundary of Grantor's property; thence South 89°53'47" West 65.75 feet to the westerly boundary of Grantor's property; thence North 00°02'38" West 5.00 feet to the northwest corner of Grantor's property; thence North 89°53'47" East 65.75 feet to the POINT OF BEGINNING. Containing 329 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2014**, unless otherwise extended in writing by the GRANTOR.

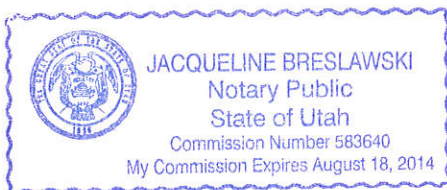
WITNESSED the hand of said GRANTOR this 16 day of August,
2014.

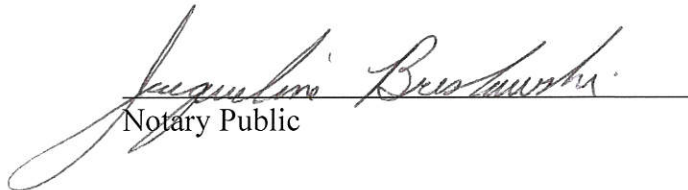
GRANTOR
Bailey Lot Leasing, LC,
a Utah limited liability company

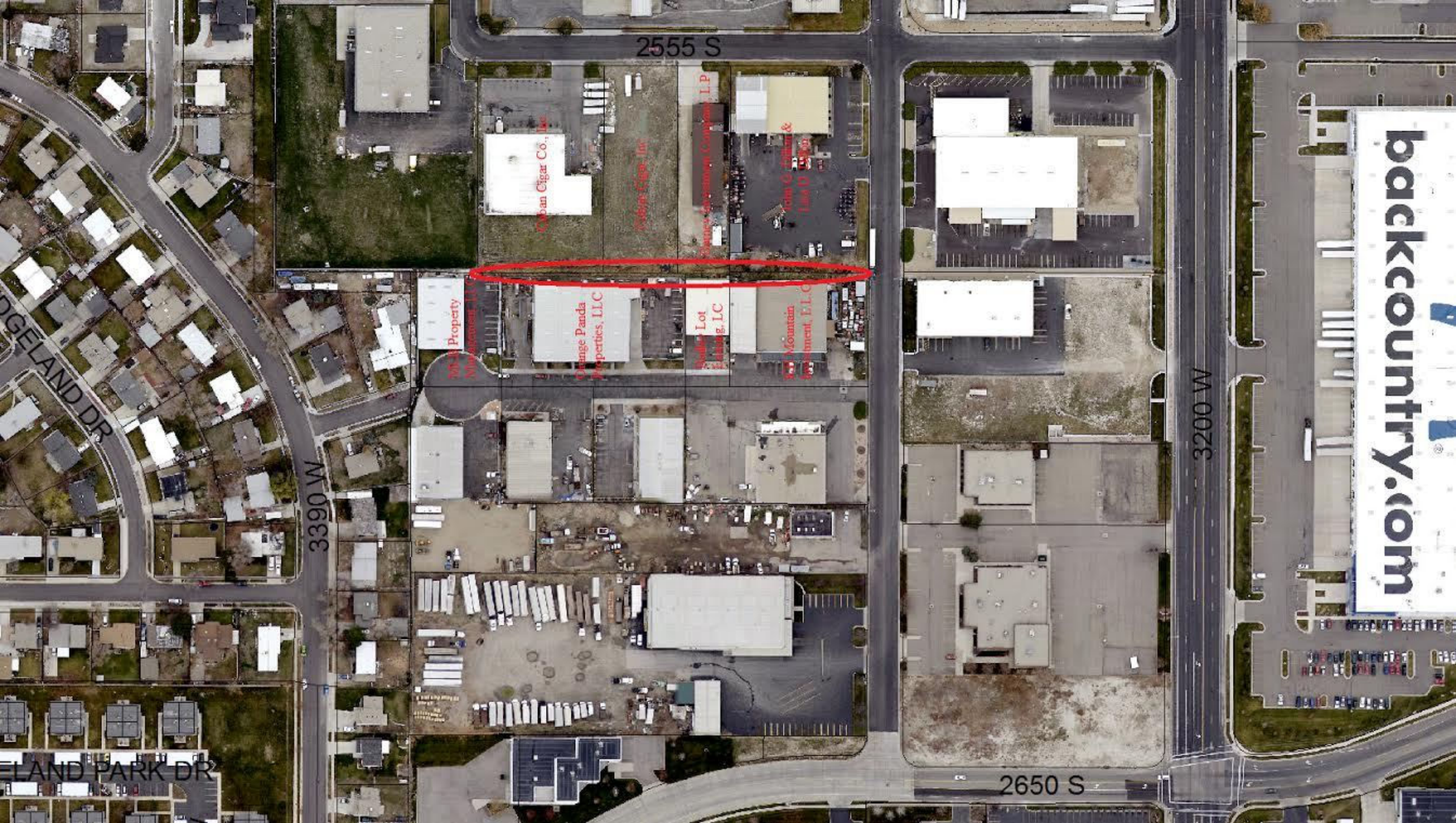

By: STATE N. JAMES
Title: PRESIDENT

State of Utah)
 :SS
County of Salt Lake)

On this 16 day of AUGUST, 2014, personally appeared before
me JACQUELINE BRESLAWSKI, whose identity is personally
known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the
PRESIDENT of **Bailey Lot Leasing, LC, a Utah limited
liability company**, by authority of its members or its articles of organization, and he
acknowledged to me that said limited liability company executed the same.




Notary Public



2555 S

Cuban Cigar Co., Inc.

Cuban Cigar, Inc.

Charles Investment Company, L.P.

John G. Williams &
Lisa D. Williams

M.J. Property
Management, LLC

Orange Panda
Properties, LLC

Boulder Lot
Lighting, LLC

Red Mountain
Investment, L.L.C.

3390 W

3200 W

2650 S

backcountry.com

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Storm Drain Easement, and a Grant of Temporary Construction Easement from Cuban Cigar Co., Inc.

SYNOPSIS:

Cuban Cigar Co., Inc. has signed a Storm Drain Easement, and a Grant of Temporary Construction Easement across its property located 3379 West 2555 South West (15-20-476-005).

BACKGROUND:

The Cuban Cigar Co., Inc. property is one of eight properties which will be affected and benefitted by construction of the 2600 South Ditch Piping Project. The Storm Drain Easement will be along a portion of the southern 10 feet of Grantor's property. The Grant of Temporary Construction Easement will be an additional 20 feet north of and abutting the Storm Drain Easement. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Storm Drain Easement and Grant of Temporary Construction Easement. Authorize the City Recorder to record the Storm Drain Easement, and the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A
STORM DRAIN EASEMENT AND A GRANT OF
TEMPORARY CONSTRUCTION EASEMENT FROM CUBAN
CIGAR CO., INC. FOR PROPERTY LOCATED AT 3379
WEST 2555 SOUTH (PARCEL 15-20-476-005).**

WHEREAS, Cuban Cigar Co., Inc. (herein “Cuban Cigar”) owns property located at 3379 West 2555 South (herein “the Property”); and

WHEREAS, Cuban Cigar has agreed to convey a Storm Drain Easement over the Property as part of the 2600 South Ditch Piping Project; and

WHEREAS, a document entitled “Storm Drain Easement” has been prepared for execution by and between West Valley City and Cuban Cigar to allow access to the Property; and

WHEREAS, Cuban Cigar has executed a Grant of Temporary Construction Easement to facilitate construction of the storm drain; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Storm Drain Easement and said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Storm Drain Easement and said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easements for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #15-20-476-005

STORM DRAIN EASEMENT


For valuable consideration, receipt whereof is hereby acknowledged, **Cuban Cigar Co., Inc., a Utah corporation** of 3379 West 2555 South, West Valley City, Utah 84119, GRANTOR, hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of a storm drain and associated facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

The Southerly 10.00 feet of Lot 9 of Wedelco Industrial Subdivision, according to the official plat thereof recorded in Book 84-2 at page 9 in the office of the Salt Lake County Recorder, located in the East Half of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Containing 1,799 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 23rd day of SEPTEMBER, 2014.

GRANTOR
Cuban Cigar Co., Inc., a Utah corporation


By: Mark Safran
Title: President

State of UTAH)
County of SALT LAKE) :ss

On this 23RD day of SEPTEMBER, 2014, personally appeared before me MARK SAFRAN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ of **Cuban Cigar Co., Inc., a Utah corporation**, and the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **15-20-476-005**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Cuban Cigar Co., Inc., a Utah corporation of 3379 West 2555 South, West Valley City, Utah 84119**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, GRANTEE, its successors and assigns, a temporary construction easements on, over, across and through GRANTOR'S land located at **3379 West 2555 South**, for construction and replacement of improvements, said easement being described as follows:

The Northerly 20.00 feet of the Southerly 30.00 feet of Lot 9 of Wedelco Industrial Subdivision, according to the official plat thereof recorded in Book 84-2 at page 9 in the office of the Salt Lake County Recorder, located in the East Half of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Containing 3,598 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2014**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 23rd day of SEPTEMBER, 2014.

GRANTOR

Cuban Cigar Co., Inc., a Utah corporation



By: Mark Satrian

Title: President.

State of UTAH)
County of SALT LAKE) :SS

On this 23RD day of SEPTEMBER, 2014, personally appeared before me MARK SAFRAN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the PRESIDENT of **Cuban Cigar Co., Inc., a Utah corporation**, and the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he acknowledged to me that said corporation executed the same.



[Signature]
Notary Public



2555 S

Cuban Cigar Co., Inc.

Cuban Cigar, Inc.

Same Investment Company, L.P.

John G. Dillon &
Lisa D. Dillon

M.L.B. Property
Management, LLC

Orange Panda
Properties, LLC

Bailey Lot
Leasing, LC

Hill Mountain
Investment, L.L.C.

3390 W

3200 W

2650 S

DUGELAND DR

DUGELAND PARK DR

backcountry.com

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Storm Drain Easement, and a Grant of Temporary Construction Easement from Cuban Cigar, Inc.

SYNOPSIS:

Cuban Cigar, Inc. has signed a Storm Drain Easement, and a Grant of Temporary Construction Easement across its property located at 3349 West 2555 South West (15-20-476-006).

BACKGROUND:

The Cuban Cigar, Inc. property is one of eight properties which will be affected and benefitted by construction of the 2600 South Ditch Piping Project. The Storm Drain Easement will be along a portion of the southern 10 feet of Grantor's property. The Grant of Temporary Construction Easement will be an additional 20 feet north of and abutting the Storm Drain Easement. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Storm Drain Easement and Grant of Temporary Construction Easement. Authorize the City Recorder to record the Storm Drain Easement, and the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A
STORM DRAIN EASEMENT AND A GRANT OF
TEMPORARY CONSTRUCTION EASEMENT FROM CUBAN
CIGAR, INC. FOR PROPERTY LOCATED AT 3349 WEST
2555 SOUTH (PARCEL 15-20-476-006).**

WHEREAS, Cuban Cigar, Inc. (herein “Cuban Cigar”) owns property located at 3349 West 2555 South (herein “the Property”); and

WHEREAS, Cuban Cigar has agreed to convey a Storm Drain Easement over the Property as part of the 2600 South Ditch Piping Project; and

WHEREAS, a document entitled “Storm Drain Easement” has been prepared for execution by and between West Valley City and Cuban Cigar to allow access to the Property; and

WHEREAS, Cuban Cigar has executed a Grant of Temporary Construction Easement to facilitate construction of the storm drain; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Storm Drain Easement and said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Storm Drain Easement and said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easements for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #15-20-476-005

STORM DRAIN EASEMENT


For valuable consideration, receipt whereof is hereby acknowledged, **Cuban Cigar Co., Inc., a Utah corporation** of 3379 West 2555 South, West Valley City, Utah 84119, GRANTOR, hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of a storm drain and associated facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

The Southerly 10.00 feet of Lot 9 of Wedelco Industrial Subdivision, according to the official plat thereof recorded in Book 84-2 at page 9 in the office of the Salt Lake County Recorder, located in the East Half of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Containing 1,799 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 23rd day of SEPTEMBER, 2014.

GRANTOR
Cuban Cigar Co., Inc., a Utah corporation


By: Mark Safran
Title: President

State of UTAH)
County of SALT LAKE) :ss

On this 23RD day of SEPTEMBER, 2014, personally appeared before me MARK SAFRAN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ of **Cuban Cigar Co., Inc., a Utah corporation**, and the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **15-20-476-005**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Cuban Cigar Co., Inc., a Utah corporation of 3379 West 2555 South, West Valley City, Utah 84119**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, GRANTEE, its successors and assigns, a temporary construction easements on, over, across and through GRANTOR'S land located at **3379 West 2555 South**, for construction and replacement of improvements, said easement being described as follows:

The Northerly 20.00 feet of the Southerly 30.00 feet of Lot 9 of Wedelco Industrial Subdivision, according to the official plat thereof recorded in Book 84-2 at page 9 in the office of the Salt Lake County Recorder, located in the East Half of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Containing 3,598 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2014**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 23rd day of SEPTEMBER, 2014.

GRANTOR

Cuban Cigar Co., Inc., a Utah corporation



By: Mark Satrian

Title: President.

State of UTAH)
County of SALT LAKE) :SS

On this 23RD day of SEPTEMBER, 2014, personally appeared before me MARK SAFRAN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the PRESIDENT of **Cuban Cigar Co., Inc., a Utah corporation**, and the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he acknowledged to me that said corporation executed the same.



[Signature]
Notary Public



2555 S

Cuban Cigar Co., Inc.

Cuban Cigar, Inc.

Same Investment Company, L.P.

John G. Dillon &
Lisa D. Dillon

MLI Property
Management, LLC

Orange Panda
Properties, LLC

Bailey Lot
Leasing, LC

Hill Mountain
Investment, L.L.C.

3390 W

3200 W

2650 S

DUGELAND DR

DUGELAND PARK DR

backcountry.com

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Storm Drain Easement, and a Grant of Temporary Construction Easement from KH Mountain Investments, LLC, a Utah limited liability company.

SYNOPSIS:

KH Mountain Investments, LLC, a Utah limited liability company has signed a Storm Drain Easement, and a Grant of Temporary Construction Easement across its property located at 2594 South 3270 West (15-20-477-011).

BACKGROUND:

The KH Mountain Investments, LLC property is one of eight properties which will be affected and benefitted by construction of the 2600 South Ditch Piping Project. The Storm Drain Easement will be along the north five feet of Grantor's property. The Grant of Temporary Construction Easement will be an additional five feet north of and abutting the Storm Drain Easement. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Storm Drain Easement and Grant of Temporary Construction Easement. Authorize the City Recorder to record the Storm Drain Easement, and the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A STORM DRAIN EASEMENT AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM KH MOUNTAIN INVESTMENTS, LLC, FOR PROPERTY LOCATED AT 2594 SOUTH 3270 WEST (PARCEL 15-20-477-011).

WHEREAS, KH Mountain Investments, LLC, (herein “KH Mountain”) owns property located at 2594 South 3270 West (herein “the Property”); and

WHEREAS, KH Mountain has agreed to convey a Storm Drain Easement over the Property as part of the 2600 South Ditch Piping Project; and

WHEREAS, a document entitled “Storm Drain Easement” has been prepared for execution by and between West Valley City and KH Mountain to allow access to the Property; and

WHEREAS, KH Mountain has executed a Grant of Temporary Construction Easement to facilitate construction of the storm drain; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Storm Drain Easement and said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Storm Drain Easement and said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easements for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

AB
OK

Space above for County Recorder's use

PARCEL I.D. #15-20-477-011

STORM DRAIN EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **KH Mountain Investments, L.L.C.**, a Utah limited liability company of 2630 South 3270 West, West Valley City, Utah 84119, GRANTOR, hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of a storm drain and associated facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.50 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 320.06 feet South 00°02'38" East; thence 25.00 feet South 89°53'47" West to the northeast corner of Grantor's property, being the POINT OF BEGINNING; thence South 00°02'38" East 5.00 feet along the west line of 3270 South Street; thence South 89°53'47" West 196.85 feet to the westerly boundary of Grantor's property; thence North 00°02'38" West 5.00 feet along said westerly boundary; thence North 89°53'47" East 196.85 feet to the POINT OF BEGINNING. Containing 984 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

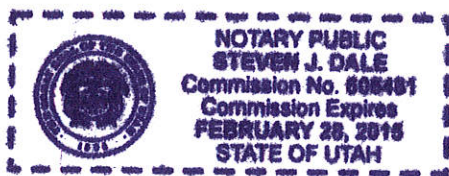
WITNESSED the hand of said GRANTOR this 5TH day of AUGUST, 2014.

GRANTOR
KH Mountain Investments, L.L.C.,
 a Utah limited liability company /

By: Taran Hilton
Title: member

State of Utah)
) ss
County of Salt Lake)

On this 5TH day of AUGUST, 2014, personally appeared before me JASON HILTON, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the MEMBER of **KH Mountain Investments, L.L.C.**, a Utah **limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **15-20-477-011**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **KH Mountain Investments, L.L.C.**, a Utah limited liability company of **2630 South 3270 West, West Valley City, Utah 84119**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, under, across and through GRANTOR'S land located at **2594 South 3270 West**, for construction and replacement of improvements, said easement being described as follows:

A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.50 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 320.06 feet South 00°02'38" East; thence 25.00 feet South 89°53'47" West to the northeast corner of Grantor's property; thence 5.00 feet South 00°02'38" East along the west line of 3270 West Street to the POINT OF BEGINNING; thence South 00°02'38" East 10.00 feet along said west line; thence South 89°53'47" West 196.85 feet to the westerly boundary of Grantor's property; thence North 00°02'38" West 10.00 feet along said westerly boundary; thence North 89°53'47" East 196.85 feet to the POINT OF BEGINNING. Containing 1,968 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2014**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 5TH day of AUGUST, 2014.

GRANTOR
KH Mountain Investments, L.L.C.,
a Utah limited liability company

By: Jason Hilton
Title: member

State of Utah)
 :SS
County of Salt Lake)

On this 5TH day of AUGUST, 2014, personally appeared before me JASON HILTON, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the MEMBER of **KH Mountain Investments, L.L.C., a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



Steven J. Dale
Notary Public



2555 S

Cuban Cigar Co., Inc.

Cuban Cigar, Inc.

Samuel Investment Company, L.P.

John G. Dillon &
Lisa D. Dillon

MLB Property
Management, LLC

Orange Panda
Properties, LLC

Bulley Lot
Leasing, LC

Red Mountain
Investment, L.L.C.

3390 W

3200 W

2650 S

backcountry.com

EDGE LAND DR

ELAND PARK DR

Item: _____
Fiscal Impact: _____ None
Funding Source: _____ N/A
Account No: _____ N/A

Budget Opening Required: ☐

Issue:

Quit Claim Deeds.

Synopsis:

Acceptance of two Quit Claim Deeds from First Industrial, L.P. for portions of the existing 2200 South located east of Redwood Road (portions of parcels 15-22-227-030 and 15-23-151-029).

Background:

2200 South is a private road located within the Metro Business Park (see attached parcel plats). Metro Business Park located south of SR-201 and east of Redwood Road is a commercial office park developed from the late 80's to the mid 90's and is currently home to some quality tenants including Zions Bankcorp, IHC, Raytheon Company, Rastar and others. However, over the years the quality of the park has declined and vacancy rates have increased. To complicate the problem, no owners association has existed for 15+ years. Due to the lack of a functioning owners association, 2200 South has not been adequately maintained in recent years. In January of this year F.C. Stangl, III conveyed its portion of the road to West Valley City. First Industrial, L.P. has now executed two Quit Claim Deeds in favor of West Valley City for its portions of the road. The road currently functions as if it were a public street. Ownership of this road will allow the City to maintain, repair and provide snow removal which is necessary to help improve the viability of this business park and to help prevent the further exodus of businesses.

Recommendation:

Accept Quit Claim Deeds, and authorize City Recorder to record said Quit Claim Deeds.

Submitted By:

Steven J. Dale, P.L.S., Right-of-Way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO
ACCEPT TWO QUIT CLAIM DEEDS FROM FIRST
INDUSTRIAL, L.P. FOR PORTIONS OF 2200 SOUTH
LOCATED EAST OF REDWOOD ROAD (PORTIONS
OF PARCELS 15-22-227-030 AND 15-23-151-029).**

WHEREAS, First Industrial, L.P. ("First Industrial") owns a portion of 2200 South located east of Redwood Road (the "Property"); and

WHEREAS, the Property currently functions as if it were a public street; and

WHEREAS, ownership of the road will allow the City to maintain, repair and provide snow removal on the Property; and

WHEREAS, First Industrial has executed two Quit Claim Deeds conveying said Property to the City; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Quit Claim Deeds;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the Mayor is hereby authorized to accept and the City Recorder is authorized to record said Quit Claim Deeds for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder 3600
South Constitution Blvd. West
Valley City, Utah 84119

Space above for County Recorder's use
PARCEL I.D. Portion of 15-23-151-029

QUIT-CLAIM DEED

First Industrial, L.P., a limited partnership organized and existing under the laws of the State of Delaware, with its principal office at 311 S. Wacker Drive, Suite 4000, Chicago, Illinois, 60606, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Quit-Claim Deed are described as follows:

A parcel of land being a part of the existing private road right of way known as 2200 South Street, located in the Northwest Quarter of Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, more particularly described as follows:

Commencing at a point in the existing Southerly right of way line of said 2200 South Street, as described in that certain Special Warranty Deed recorded as Entry No. 6848336 in Book 7863 at Page 2505 in the office of the Salt Lake County Recorder, which point is 769.94 feet South 00°02'35" West along the quarter section line and 2709.93 feet East from the Northwest Corner of the Northeast quarter of said Section 22; and running thence North 2°08'08" West 50.00 feet; thence North 87°51'52" East 630.66 feet to the beginning of a 6,466.46 foot radius curve to the right; thence Easterly along the arc of said curve 150.58 feet through a central angle of 01°20'03" (Note: long chord bears North 88°31'54" East 150.57 feet); thence North 89°11'55" East 84.77 feet to the beginning of a 235.59 foot radius curve to the right; thence Southeasterly along the arc of said curve 208.89 feet through a central angle of 50°48'05" (Note: long chord bears South 65°24'03" East 202.11 feet); thence South 40°00'00" East 613.97 feet to the beginning of a 299.75 foot radius curve to the right; thence Southeasterly along the arc of said curve 8.22 feet through a central angle of 01°34'20" (Note: long chord bears South 39°12'52" East 8.22 feet); thence South 51°30'50" West 50.00 feet to the beginning of a 249.75 foot radius curve to the left; thence Northwesterly along the arc of said curve 6.90 feet through a central angle of 01°35'00" (Note: long chord bears North 39°11'21" West 6.90 feet); thence North 40°00'00" West 613.97 feet to the beginning of a 185.59 foot radius curve to the left; thence Northwesterly along the arc of said curve 164.56 feet through a central angle of 50°48'05" (Note: long chord bears North 65°24'03" West 159.22 feet); thence South 89°11'55" West 84.77 feet to the beginning of a 6,416.46 foot radius curve to

Quit-Claim Deed

Portion of parcel 15-23-151-029

Page 2 of 2

the left; thence Westerly along the arc of said curve 149.41 feet through a central angle of 01°20'03" (Note: long chord bears South 88°31'54" West 149.41 feet); thence South 87°51'52" West 630.66 feet to the Point of Beginning.

The above described parcel of land contains 83,683 square feet or 1.921 acres, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 22 day of September, 20 14.

GRANTOR

First Industrial, L.P.



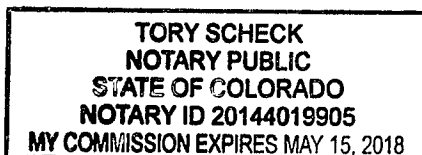
**Greg Downs, Regional Director of
First Industrial Realty Trust, Inc.,
General Partner of First Industrial, L.P.**

State of CO)

:SS

County of Providence)

On this 22 day of September, 20 14, personally appeared before me **Greg Downs**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he signed the foregoing instrument in the capacity indicated above.




Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder 3600
South Constitution Blvd. West
Valley City, Utah 84119

Space above for County Recorder's use
PARCEL I.D. Portion of 15-22-227-030

QUIT-CLAIM DEED

First Industrial, L.P., a limited partnership organized and existing under the laws of the State of Delaware, with its principal office at 311 S. Wacker Drive, Suite 4000, Chicago, Illinois, 60606, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Quit-Claim Deed are described as follows:

A parcel of land being a part of the existing private road right of way known as 2200 South Street, located in the Northeast Quarter of Section 22 and the Northwest Quarter of Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, more particularly described as follows:

Commencing at a point in the existing Southerly right of way line of said 2200 South Street as described in that certain Special Warranty Deed recorded as Entry No. 6848336 in Book 7863 at Page 2505 in the office of the Salt Lake County Recorder, said point also being the southeast corner of that certain parcel conveyed to West Valley City by Quit Claim Deed, recorded as Entry No. 11806318 in the office of the Salt Lake County Recorder, which point is 894.74 feet South 00°02'35" West along the quarter section line and 1898.70 feet East from the North Quarter corner of said Section 22; and running thence North 50.00 feet to the northeast corner of said West Valley City parcel; thence Northeasterly along the arc of a 402.94 foot radius curve to the left 186.32 feet through a central angle of 26°29'40" (Note: long chord bears North 76°45'13" East 184.66 feet); thence North 63°30'25" East 66.58 feet to the beginning of a 353.52 foot radius curve to the right; thence Northeasterly along the arc of said curve 150.29 feet through a central angle of 24°21'30" (Note: long chord bears North 75°41'09" East 149.16 feet); thence North 87°51'52" East 425.89 feet; thence South 2°08'08" East 50.00 feet; thence South 87°51'52" West 425.89 feet to the beginning of a 303.52 foot radius curve to the left; thence Southwesterly along the arc of said curve 129.03 feet through a central angle of 24°21'30" (Note: long chord bears South 75°41'09" West 128.06 feet); thence South 63°30'25" West 66.58 feet to the beginning of a 452.94 foot radius curve to the right; thence Southwesterly along the arc of said curve 209.44 feet through a central angle of 26°29'40" (Note: long chord bears South 76°45'13" West 207.57 feet) to the Point of Beginning.

The above described parcel of land contains 41,501 square feet or 0.953 acres, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 22 day of September, 20 14.

GRANTOR
First Industrial, L.P.



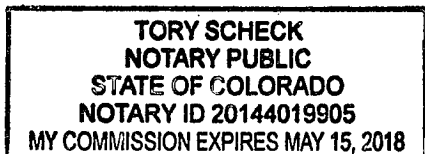
**Greg Downs, Regional Director of
First Industrial Realty Trust, Inc.,
General Partner of First Industrial, L.P.**

State of CO)
County of Arapahoe) :ss

On this day 22 of September, 2014, personally appeared before me **Greg Downs**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he signed the foregoing instrument in the capacity indicated above.



Notary Public



Item: _____
Fiscal Impact: _____ None
Funding Source: _____ N/A
Account No: _____

Budget Opening Required: ☐

Issue:

Public Sidewalk, Lighting and Utility Easement.

Synopsis:

Accept a Public Sidewalk, Lighting and Utility Easement from Granger-Hunter Improvement District for property located at 1311 West 3300 South. This easement is for the proposed Granger-Hunter Improvement District – Well #1 site improvements. This project is subject to the requirements of the 3500 South Streetscape ordinance which requires wider sidewalks and landscape frontage, along with decorative sidewalk lighting on 3500 South.

Background:

As portions of the proposed sidewalk and lighting fall outside of the public right-of-way, a Public Sidewalk, Lighting and Utility Easement was required as a condition of approval for this project.

Recommendation:

Accept and record Public Sidewalk, Lighting and Utility Easement.

Submitted By:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT
A PUBLIC SIDEWALK, LIGHTING AND UTILITY
EASEMENT FROM GRANGER HUNTER IMPROVEMENT
DISTRICT FOR PROPERTY LOCATED AT 1311 WEST
3300 SOUTH.**

WHEREAS, Granger Hunter Improvement District, (hereinafter “Granger Hunter”) is the owner of property located at 1311 West 3300 South (the “Property”); and

WHEREAS, Granger Hunter wishes to make improvements to the Property; and

WHEREAS, as a condition of approval, Granger Hunter has agreed to grant a public sidewalk, lighting, and utility easement (hereinafter the “Easement”) to facilitate lighting and sidewalk improvements that conform to the requirements of the 3500 South Streetscape plan; and

WHEREAS, Granger Hunter has executed an Easement granting West Valley City access to the property to install, maintain, and repair public sidewalk, lighting, and public utilities on 3500 South; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept said Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is hereby authorized to accept the Easement, and the City Recorder is hereby directed to record said Easement in the official records of the Salt Lake County Recorder.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use
PARCEL # 15-27-480-027

PUBLIC SIDEWALK, LIGHTING AND UTILITY EASEMENT

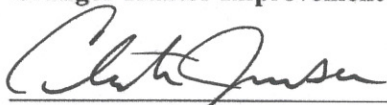
Granger-Hunter Improvement District, a body politic and political subdivision of the State of Utah, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, and to any and all public utility companies, GRANTEES for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual, non-exclusive easement for public access, installation, maintenance, repair, alteration, and replacement of a public sidewalk, lighting, and public utility lines and facilities on, over, and across real property located in Salt Lake County, State of Utah, described as follows:

NORTH 853.733 FEET AND WEST 64.485 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARINGS MAY BE DETERMINED LOCALLY AS S89°50'13"W BETWEEN THE MONUMENTS MARKING THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 27; SAID POINT BEING THE NORTHWEST CORNER OF THE OF GRANTOR'S PROPERTY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1450.910 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°56'58" 49.372 FEET ALONG THE ARC, THE CHORD OF WHICH BEARS N82°10'58"E A CHORD DISTANCE OF 49.370 FEET; THENCE S01°02'04"E 11.591 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1359.400 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°05'01" 49.439 FEET ALONG THE ARC, THE CHORD OF WHICH BEARS S81°55'19"W A CHORD DISTANCE OF 49.436 FEET ; THENCE N00°50'51"W 11.822 FEET TO THE POINT OF BEGINNING. CONTAINING 574 SQUARE FEET.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 15 day of September, 2014.

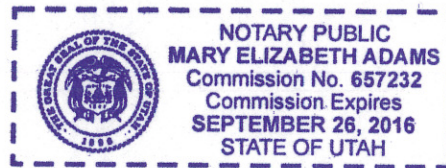
GRANTOR
Granger-Hunter Improvement District



By: Clinton Jensen

Title: General Manager

Public Lighting and Utility Easement
Parcel #15-27-480-027
Page 2 of 2



State of Utah)
County of Salt Lake) :ss

On this 15 day of September, 20 14, personally appeared before me,
Clinton Jensen whose identity is personally known to me or
proved to me on the basis of satisfactory evidence, and who affirmed to me that he executed the foregoing
instrument in the capacity indicated.

Mary Adams
Notary Public



Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Chun Hsiang and Hong Xiao.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Chun Hsiang and Hong Xiao to establish standards for a new building in the C-1 Zone at 4758 South 4000 West.

BACKGROUND:

Chun Hsiang and Hong Xiao have submitted a General Plan/zone change application (GPZ-6-2013) to change 1.01 acres of property from low-density residential to neighborhood commercial in the General Plan and from the R-1-8, single family residential with an 8,000 square foot lot minimum, to C-1, neighborhood commercial Zone. Staff and the Planning Commission recommend a development agreement to be approved in conjunction with the General Plan/zone change to help the new building planned to be compatible with the residential character of 4100 South.

The proposed development agreement contains the following requirements:

1. The building shall have a pitched roof design with no parapet walls.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.

RECOMMENDATION:

City staff and the Planning Commission recommend approval to the City council

SUBMITTED BY:

Jody Knapp, Zoning Administrator
Steve Pastorik, Assistant CED Director/ Planning Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO
ENTER INTO A DEVELOPMENT AGREEMENT
WITH CHUN HSIANG AND HONG XIAO, FOR
APPROXIMATELY 1.01 ACRES OF PROPERTY
LOCATED AT 4758 WEST 4100 SOUTH.**

WHEREAS, Chun Hsiang and Hong Xiao (collectively “Developer”) own real property within the limits of West Valley City, Utah, on which it proposes to build a new commercial development (herein the “Project”); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into and abide by a binding development agreement (herein “Agreement”); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City’s Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached and that, upon approval of the final form of the Agreement by the City Manager and the City Attorney’s Office, the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, Utah.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the “Agreement”) is entered into this _____ day of _____, 20____, by and between Chun Hsiang and Hong Xiao (herein and collectively “Developer”), for the land to be included in or affected by the project located at approximately 4758 West 4100 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

RECITALS

WHEREAS, Developer owns approximately 1.01 acres of real property located at 4758 West 4100 South in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new commercial development (the “Project”); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Development Agreement (the “Agreement”); and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City’s master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit “A.” No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B." The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

Chun Hsiang and Hong Xiao
966 West 910 South
Provo, UT 84601

TO CITY:

West Valley City
Wayne Pyle, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs.** In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

Chun Hsiang

State of _____)
:SS
County of _____)

On this _____ day of _____, 20____, personally appeared before me Chun Hsiang, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and he or she acknowledged to me that he or she executed the same.

Notary Public

DEVELOPER

Hong Xiao

State of _____)
:SS
County of _____)

On this _____ day of _____, 20____, personally appeared before me Hong Xiao, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and he or she acknowledged to me that he or she executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel # 15-31-354-014

LOT 2, HUNTER LIBRARY SUB. ALSO BEG N 89°54'09" E 177 FT & N
0°01'57" W 40 FT FR SW COR SEC 31, T1S, R1W, SLB & MER; N
0°01'57" W 149 FT; N 89°54'09" E 24 FT; N 0°01'57" W 25 FT;
N 89°54'09" E 92 FT; S 0°01'57" E 174 FT; S 89°54'09" W 116 FT
1.01 Acres

EXHIBIT B

Development Standards

1. The building shall have a pitched roof design with no parapet walls.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.

EXHIBIT A

LEGAL DESCRIPTION

Parcel # 15-31-354-014

LOT 2, HUNTER LIBRARY SUB. ALSO BEG N 89°54'09" E 177 FT & N
0°01'57" W 40 FT FR SW COR SEC 31, T1S, R1W, SLB & MER; N
0°01'57" W 149 FT; N 89°54'09" E 24 FT; N 0°01'57" W 25 FT;
N 89°54'09" E 92 FT; S 0°01'57" E 174 FT; S 89°54'09" W 116
1.01 Acres

EXHIBIT B

Executive Summary

1. The building shall have a pitched roof design with no parapet walls.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Chun Hsiang and Hong Xiao.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Chun Hsiang and Hong Xiao to establish standards for a new building in the C-1 Zone at 4758 South 4000 West. Action on the following item was continued from the July 22, 2014 City Council meeting to allow time for the applicant to submit more detailed information on the building design and proposed changes to the requirements of the development agreement.

BACKGROUND:

Chun Hsiang and Hong Xiao have submitted a General Plan/zone change application (GPZ-6-2013) to change 1.01 acres of property from low-density residential to neighborhood commercial in the General Plan and from the R-1-8, single family residential with an 8,000 square foot lot minimum, to C-1, neighborhood commercial Zone. Staff and the Planning Commission recommend a development agreement to be approved in conjunction with the General Plan/zone change to ensure that the development is compatible with the residential character of 4100 South.

The proposed development agreement contains the following requirements:

1. The building shall have a pitched roof design with no parapet walls.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.

Since the Planning Commission hearing the applicant has finalized the purchase of the property, has changed engineers and has hired an architect. Therefore, the site and building design have been explored in more detail. The building is proposed to have two-stories on the west side and the applicant is having some difficulties with the pitched roof requirement proposed in the development agreement. Therefore, they have proposed to modify the agreement so they can also include a parapet roof on the building and feel that the design still meets the intent of the Code and fits in well with its surroundings. The proposed language is the following:

1. The building design shall include a pitched roof and parapets.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.

RECOMMENDATION:

City staff recommends approval to the City Council

SUBMITTED BY:

Jody Knapp, Zoning Administrator
Steve Pastorik, Assistant CED Director/ Planning Director

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the “Agreement”) is entered into this _____ day of _____, 20____, by and between Chun Hsiang and Hong Xiao (herein and collectively “Developer”), for the land to be included in or affected by the project located at approximately 4758 West 4100 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

RECITALS

WHEREAS, Developer owns approximately 1.01 acres of real property located at 4758 West 4100 South in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new commercial development (the “Project”); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Development Agreement (the “Agreement”); and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City’s master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit “A.” No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B." The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

Chun Hsiang and Hong Xiao
966 West 910 South
Provo, UT 84601

TO CITY:

West Valley City
Wayne Pyle, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs.** In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

Chun Hsiang

State of _____)
:SS
County of _____)

On this _____ day of _____, 20____, personally appeared before me Chun Hsiang, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and he or she acknowledged to me that he or she executed the same.

Notary Public

DEVELOPER

Hong Xiao

State of _____)
:SS
County of _____)

On this _____ day of _____, 20____, personally appeared before me Hong Xiao, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and he or she acknowledged to me that he or she executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel # 15-31-354-014

LOT 2, HUNTER LIBRARY SUB. ALSO BEG N 89°54'09" E 177 FT & N
0°01'57" W 40 FT FR SW COR SEC 31, T1S, R1W, SLB & MER; N
0°01'57" W 149 FT; N 89°54'09" E 24 FT; N 0°01'57" W 25 FT;
N 89°54'09" E 92 FT; S 0°01'57" E 174 FT; S 89°54'09" W 116 FT
1.01 Acres

EXHIBIT B

Development Standards

1. The building design shall include a pitched roof and parapets.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.

EXHIBIT A

LEGAL DESCRIPTION

Parcel # 15-31-354-014

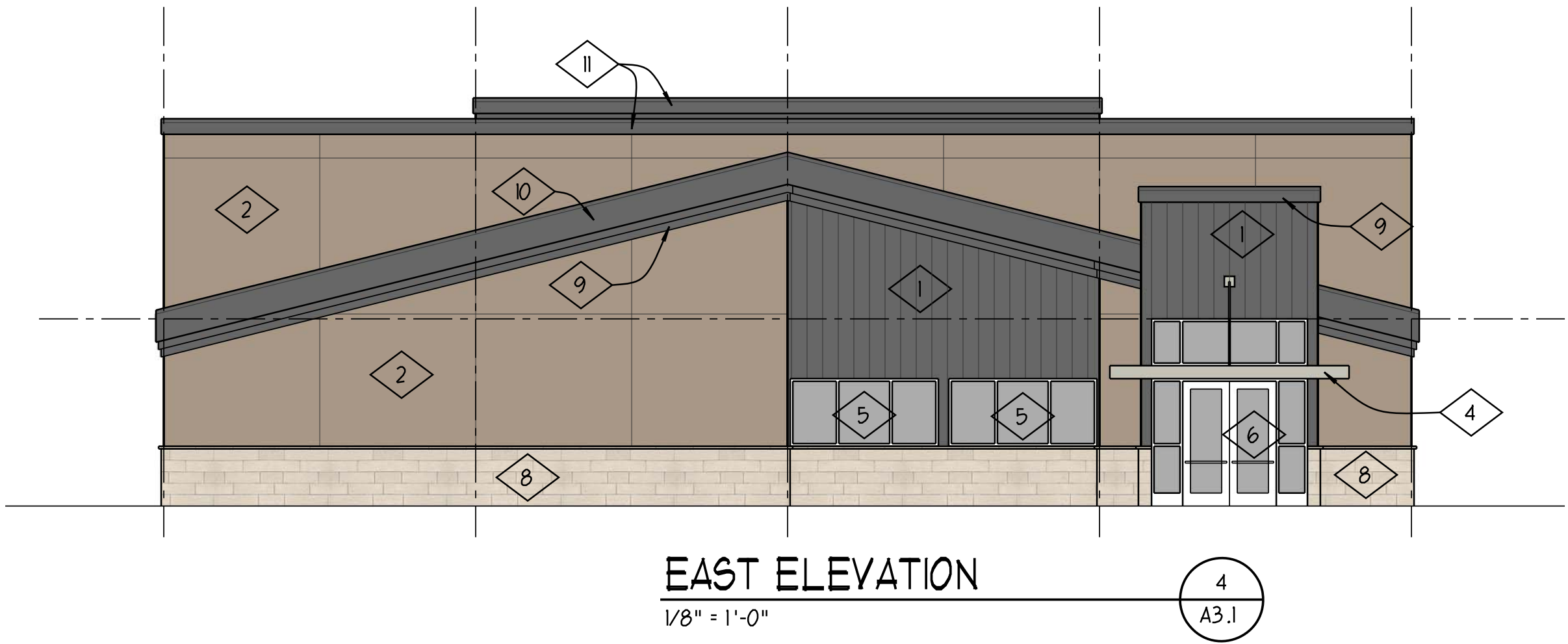
LOT 2, HUNTER LIBRARY SUB. ALSO BEG N 89°54'09" E 177 FT & N
0°01'57" W 40 FT FR SW COR SEC 31, T1S, R1W, SLB & MER; N
0°01'57" W 149 FT; N 89°54'09" E 24 FT; N 0°01'57" W 25 FT;
N 89°54'09" E 92 FT; S 0°01'57" E 174 FT; S 89°54'09" W 116
1.01 Acres

EXHIBIT B

Executive Summary

1. The building design shall include a pitched roof and parapets.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.

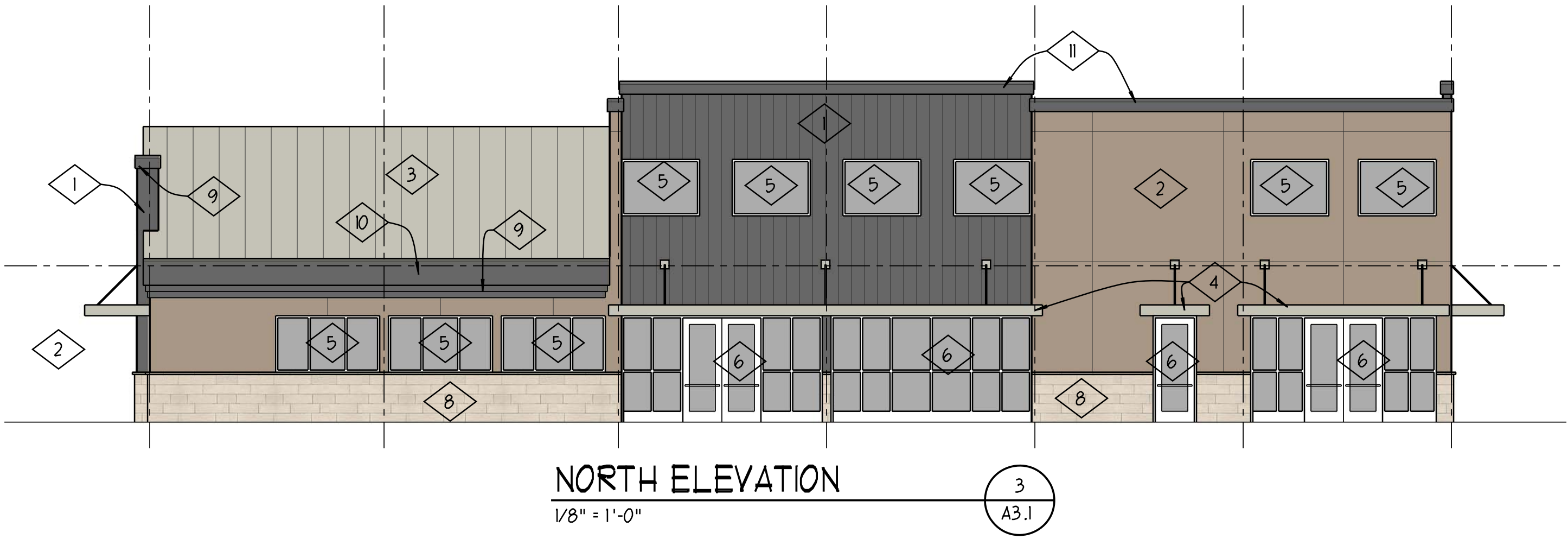
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EAST ELEVATION

1/8" = 1'-0"

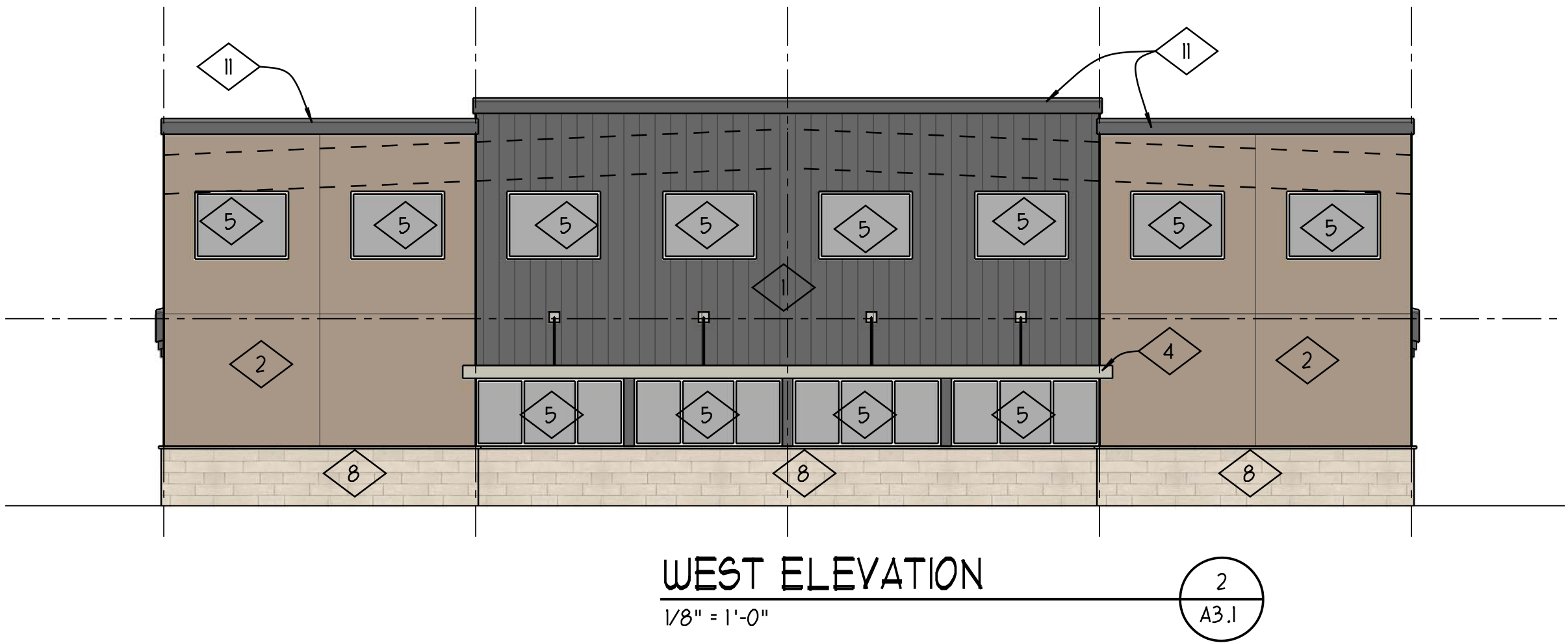
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A3.1



NORTH ELEVATION

1/8" = 1'-0"

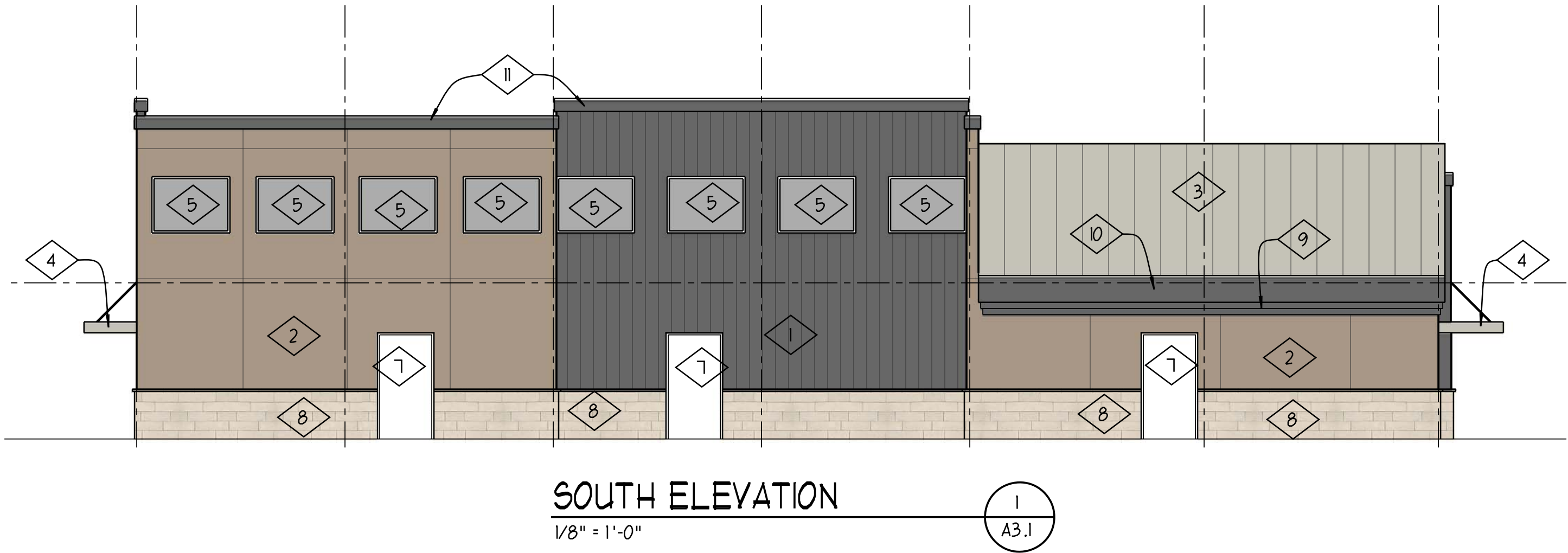
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A3.1



WEST ELEVATION

1/8" = 1'-0"

2
A3.1



SOUTH ELEVATION

1/8" = 1'-0"

1
A3.1

REFERENCE NOTES

- 1 METAL PANEL
- 2 EIFS
- 3 METAL ROOFING
- 4 METAL CANOPY
- 5 ALUMINUM WINDOW
- 6 ALUMINUM STOREFRONT
- 7 HOLLOW METAL DOOR AND JAMB
- 8 CRAFTED STONE WAINSCOT
- 9 METAL TRIM
- 10 METAL FASCIA AND SOFFIT
- 11 METAL PARAPET CAP

Revisions:
xxxxxxx
xxxxxxx

Date: 03 JUN 2014
Job No.: 1428
Drawn: JFLOUZEK
Checked: XXXXXXXXX

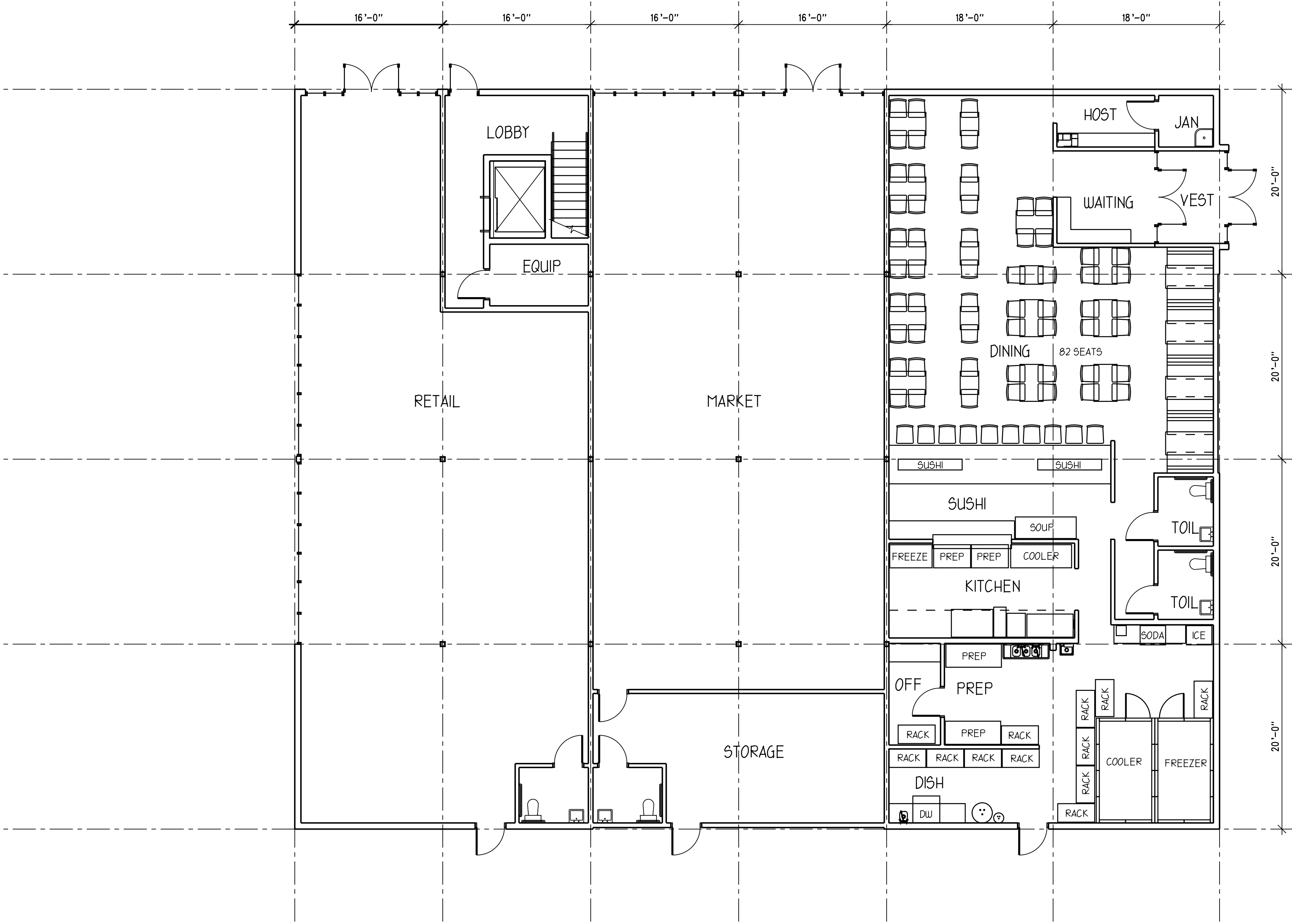
MWIA INNOVATE
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Project Title
H & X INCORPORATED
4800 WEST 4100 SOUTH
WEST VALEY CITY, UTAH

Sheet Title
EXTERIOR ELEVATIONS

Sheet No.
A3.1

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FIRST LEVEL FLOOR PLAN
1/8" = 1'-0"

REFERENCE NOTES

Revisions:
△ xxxxxxx
△ xxxxxxx

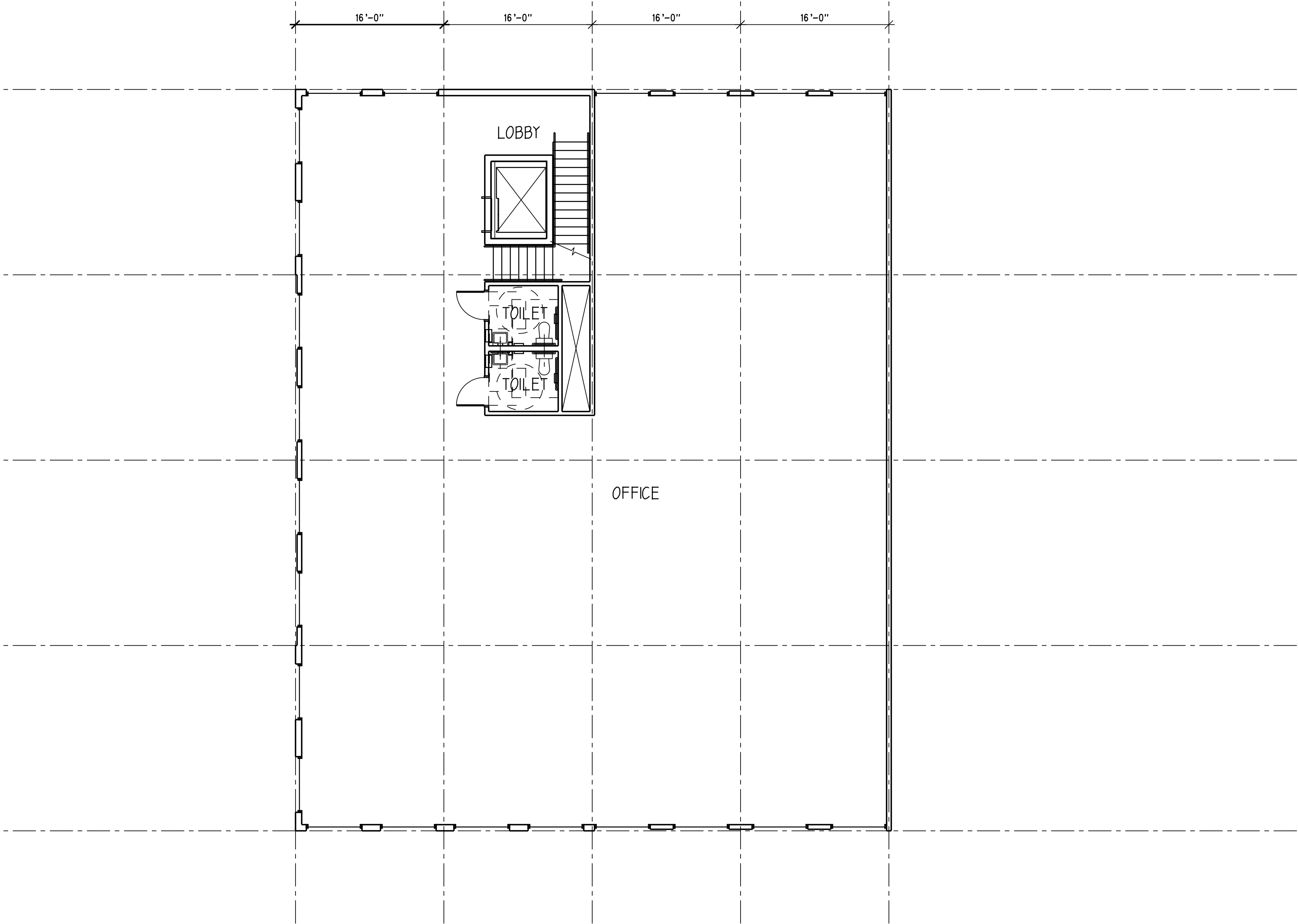
Date: 03 JUN 2014
Job No.: 1428
Drawn: JFLOUZEK
Checked: XXXXXXXXX

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H & X INCORPORATED
4800 WEST 4100 SOUTH
WEST VALEY CITY, UTAH

Sheet Title
OVERALL FIRST LEVEL
FLOOR PLAN

Sheet No.
A2.1



SECOND LEVEL PLAN

1/8" = 1'-0"

N

REFERENCE NOTES

Revisions:

△	xxxxxxx
	xxxxxxx

Date: 03 JUN 2014
Job No.: HX28
Drawn: JFLOUZEK
Checked: XXXXXXXXX

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Project Title

H & X INCORPORATED
4800 WEST 4100 SOUTH
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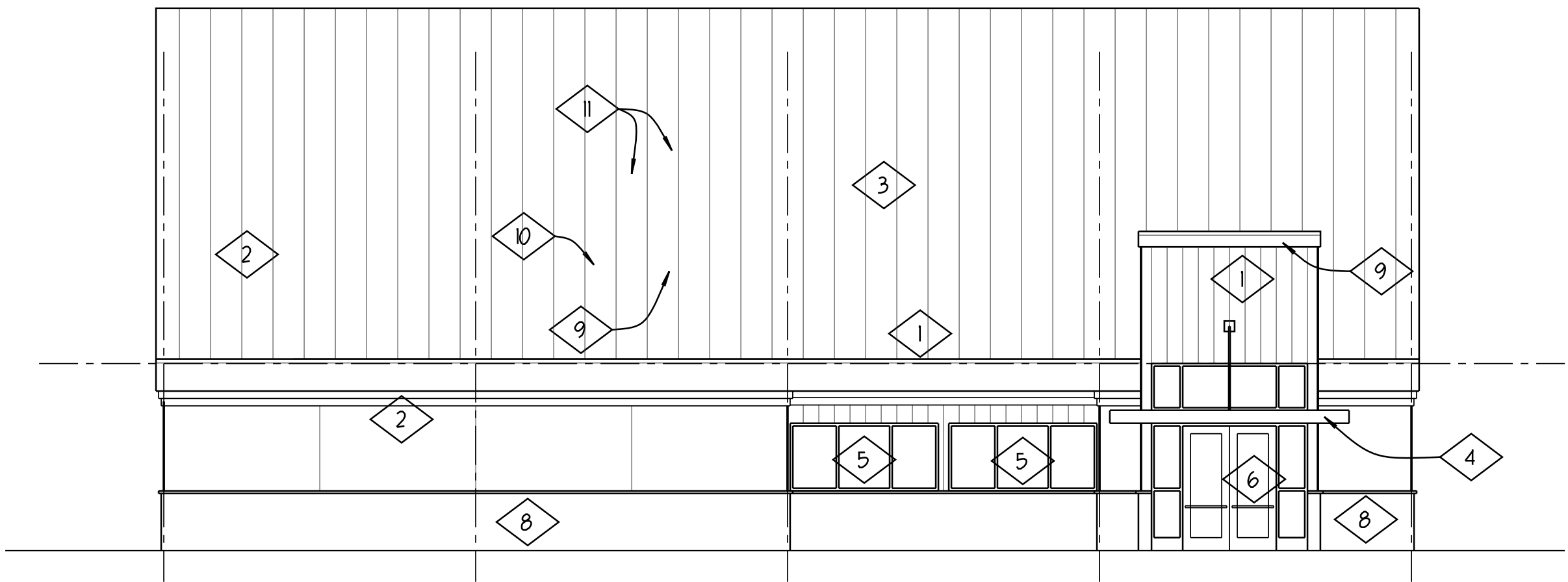
Sheet Title

OVERALL SECOND LEVEL
FLOOR PLAN

Sheet No.

A2.2

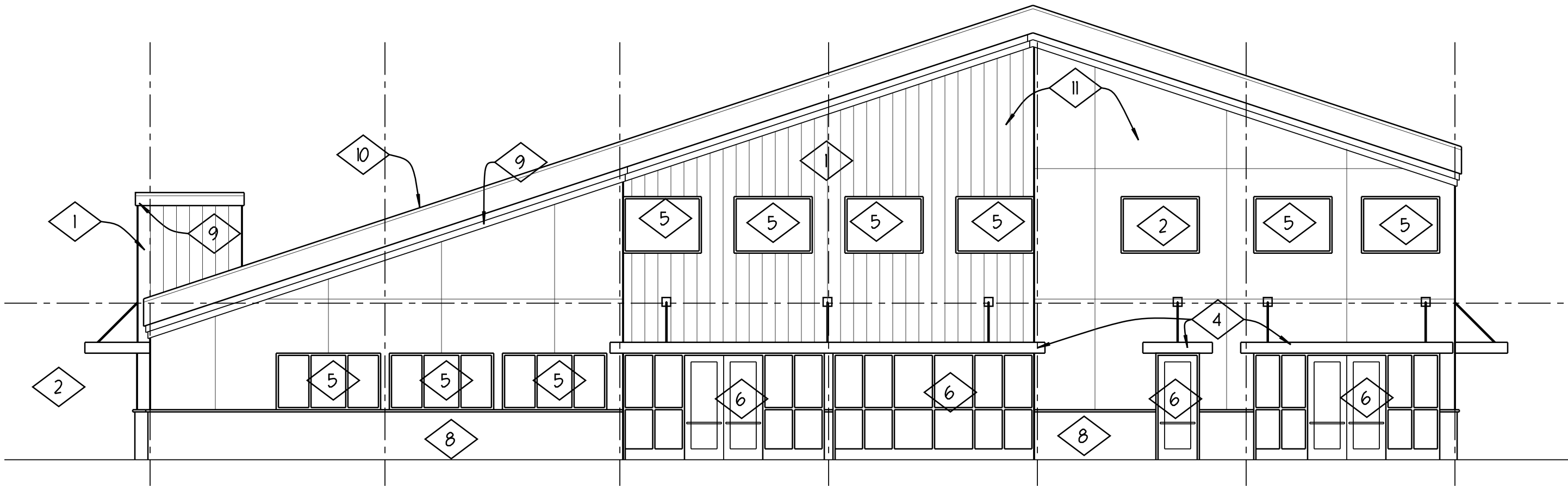
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EAST ELEVATION

1/8" = 1'-0"

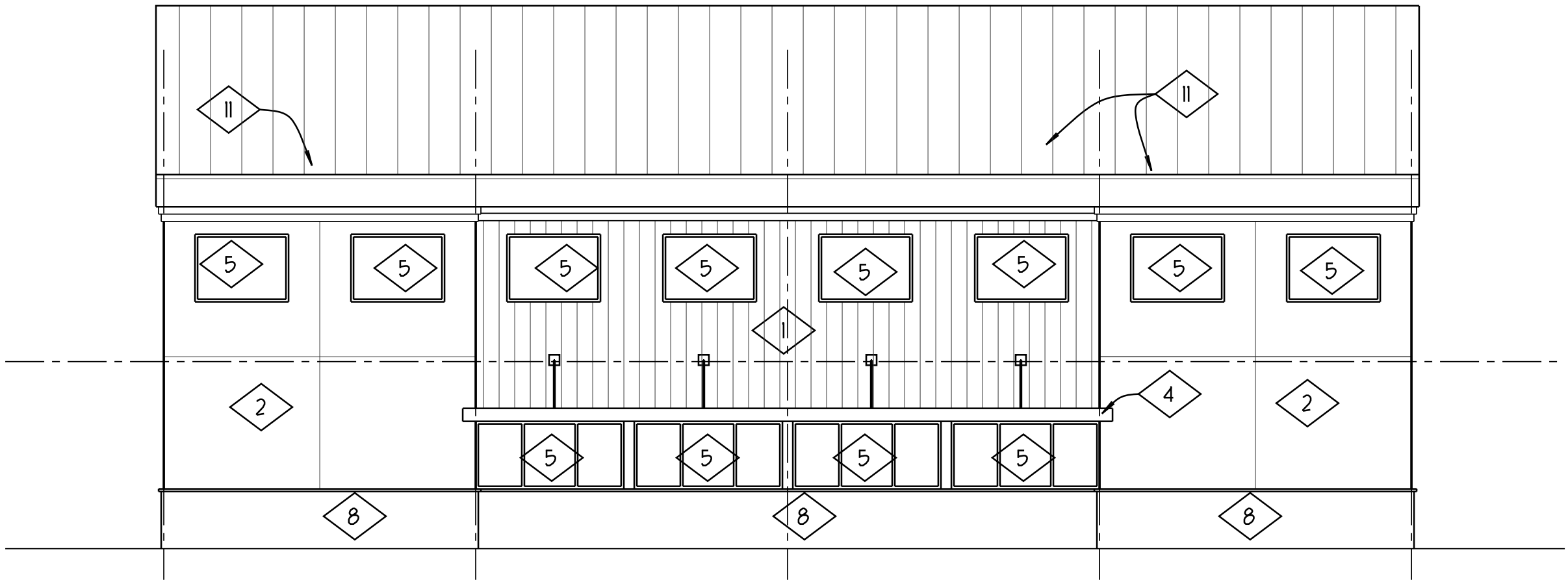
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A3.1



NORTH ELEVATION

1/8" = 1'-0"

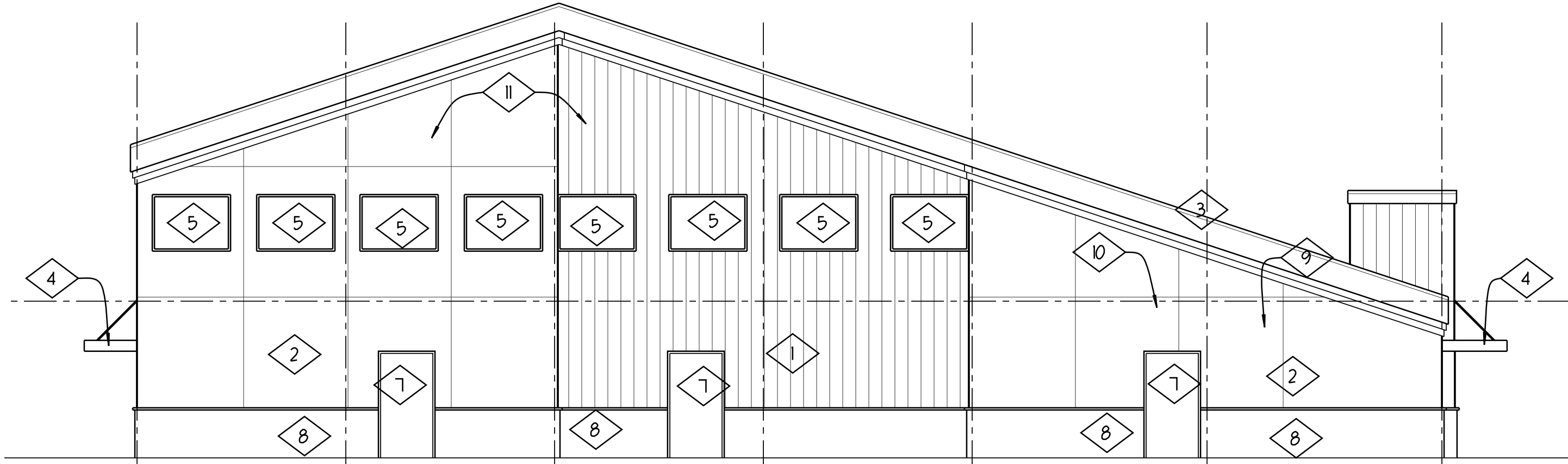
3
A3.1



WEST ELEVATION

1/8" = 1'-0"

2
A3.1



SOUTH ELEVATION

1/8" = 1'-0"

1
A3.1

REFERENCE NOTES

- 1 METAL PANEL
- 2 EIFS
- 3 METAL ROOFING
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- 10 METAL FASCIA AND SOFFIT
- 11 METAL PARAPET CAP

Revisions:
xxxxxxx
xxxxxxx

Date: 03 JUN 2014
Job No.: 1428
Drawn: JFLOUZEK
Checked: XXXXXXXXX

MWIA INNOVATE
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Project Title
H & X INCORPORATED
4800 WEST 4100 SOUTH
WEST VALEY CITY, UTAH

Sheet Title
EXTERIOR ELEVATIONS

Sheet No.
A3.1

view from 4800 west 4100 south



WILD GINGER west valley city, utah

NNN INNOVATE
PRACTICAL INNOVATION IN ARCHITECTURE

view from library



WILD GINGER west valley city, utah

NNN INNOVATE
PRACTICAL INNOVATION IN ARCHITECTURE

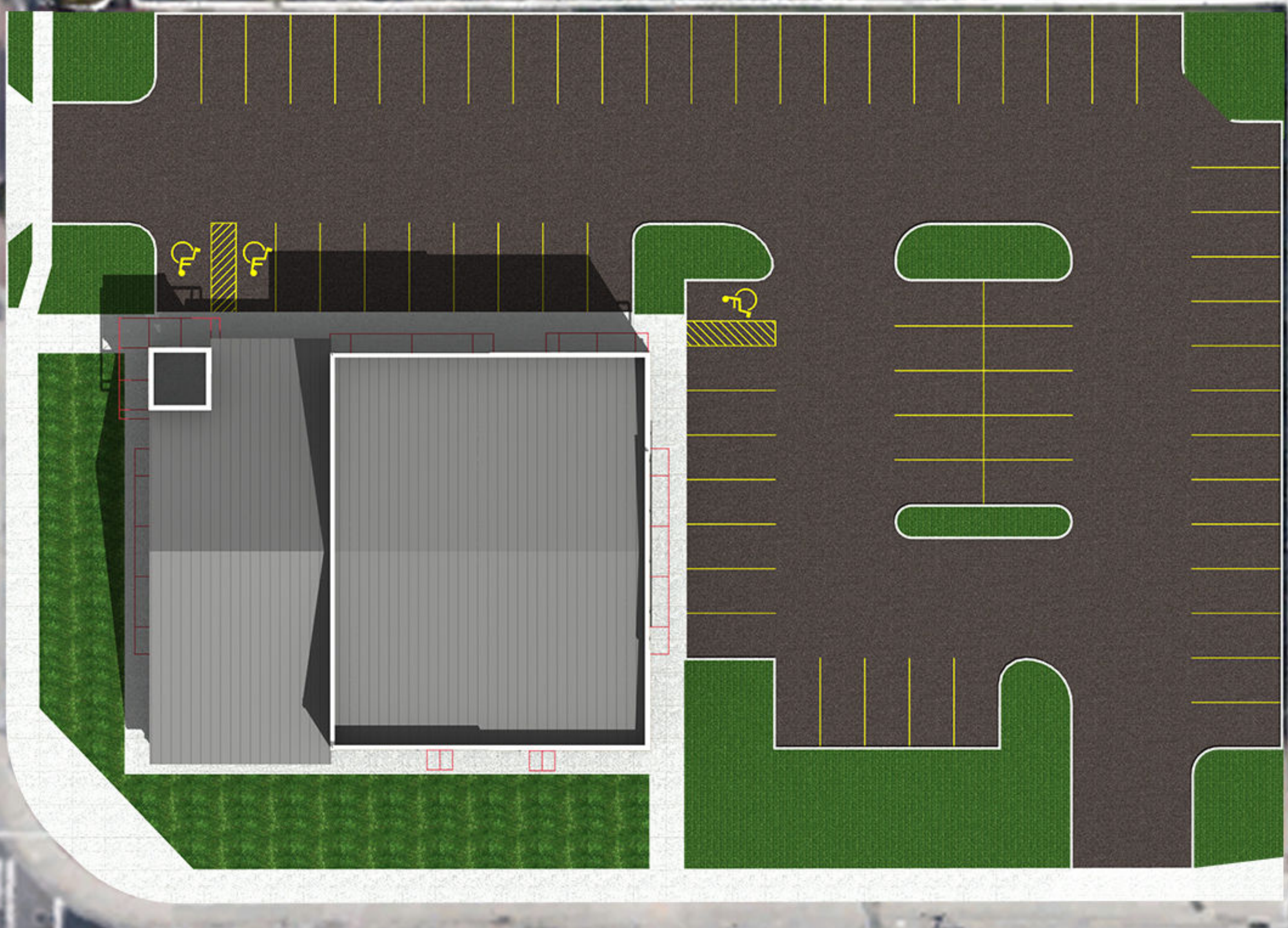
view of entry



WILD GINGER west valley city, utah

NNN INNOVATE
PRACTICAL INNOVATION IN ARCHITECTURE

site plan



W 4100 S

W 4100 S

WILD GINGER

west valley city, utah

NNN INNOVATE
PRACTICAL INNOVATION IN ARCHITECTURE

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Chun Hsiang and Hong Xiao.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Chun Hsiang and Hong Xiao to establish standards for a new building in the C-1 Zone at 4758 South 4000 West. Action on the following item was continued from the July 22, 2014 and the August 19, 2014 City Council meeting to allow time for the applicant to submit more detailed information on the building elevations and time to contact the adjacent library regarding the wall along the perimeter of the property.

BACKGROUND:

On August 19, 2014 Chun Hsiang and Hong Xiao received approval for a General Plan/zone change application (GPZ-6-2013) to change 1.01 acres of property from low-density residential to neighborhood commercial in the General Plan and from the R-1-8, single family residential with an 8,000 square foot lot minimum, to C-1, neighborhood commercial Zone. Staff and the Planning Commission recommend a development agreement to be approved in conjunction with the General Plan/zone change to ensure that the development is compatible with the residential character of 4100 South.

The proposed development agreement originally contained the following requirements:

1. The building shall have a pitched roof design with no parapet walls.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.

Since the Planning Commission hearing the applicant has finalized the purchase of the property, has changed engineers and has hired an architect. Therefore, the site and building design have been explored in more detail. The building is proposed to have two-stories on the east side and the applicant is having some difficulties with the pitched roof requirement proposed in the development agreement. Therefore, they have proposed to modify the agreement so they can also include a parapet roof on the building and feel that the design still meets the intent of the Code and fits in well with its surroundings. The proposed language is the following:

1. The building design shall include a pitched roof and parapets.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.
3. The building shall be built substantially like the elevations in Exhibit C with the exception that all of the requirements of 7-14 Part 2 of the zoning ordinance (Commercial Design Standards) shall apply. This means that the building elevations in Exhibit C may need to be revised as part of the conditional use approval process to meet the ordinance standards.

The library has also been contacted and they are not interested in removing the wall at this time. However, they have indicated that they may be open to modifying the wall in the future once they see how the adjacent development progresses.

RECOMMENDATION:

City staff recommends approval to the City Council

SUBMITTED BY:

Jody Knapp, Zoning Administrator
Steve Pastorik, Assistant CED Director/ Planning Director

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the “Agreement”) is entered into this _____ day of _____, 20____, by and between Chun Hsiang and Hong Xiao (herein and collectively “Developer”), for the land to be included in or affected by the project located at approximately 4758 West 4100 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

RECITALS

WHEREAS, Developer owns approximately 1.01 acres of real property located at 4758 West 4100 South in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new commercial development (the “Project”); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Development Agreement (the “Agreement”); and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City’s master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit “A.” No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B." The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

Chun Hsiang and Hong Xiao
966 West 910 South
Provo, UT 84601

TO CITY:

West Valley City
Wayne Pyle, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs.** In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

Chun Hsiang

State of _____)
:SS
County of _____)

On this _____ day of _____, 20____, personally appeared before me Chun Hsiang, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and he or she acknowledged to me that he or she executed the same.

Notary Public

DEVELOPER

Hong Xiao

State of _____)
:SS
County of _____)

On this _____ day of _____, 20____, personally appeared before me Hong Xiao, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and he or she acknowledged to me that he or she executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel # 15-31-354-014

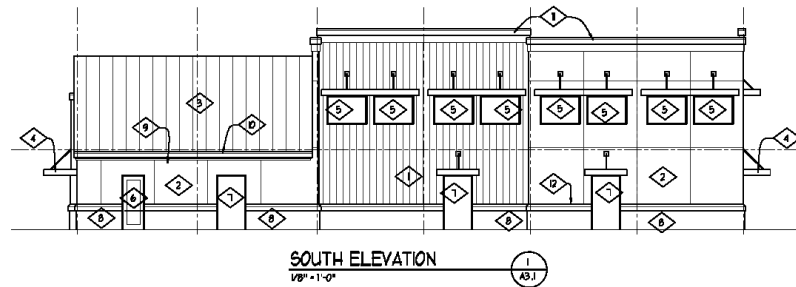
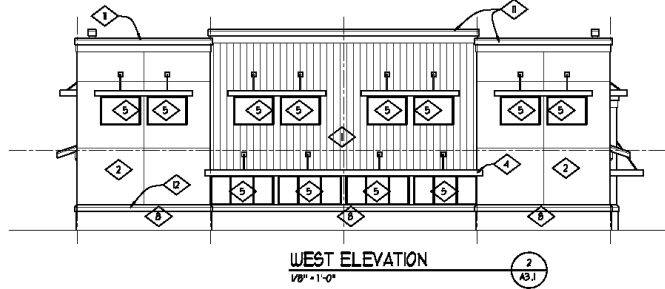
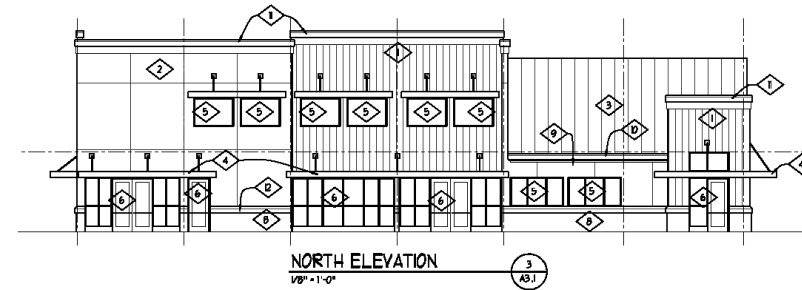
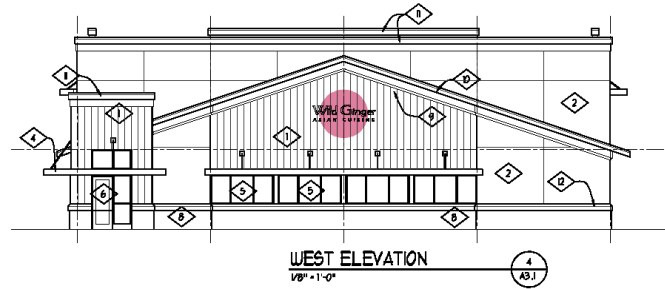
LOT 2, HUNTER LIBRARY SUB. ALSO BEG N 89°54'09" E 177 FT & N
0°01'57" W 40 FT FR SW COR SEC 31, T1S, R1W, SLB & MER; N
0°01'57" W 149 FT; N 89°54'09" E 24 FT; N 0°01'57" W 25 FT;
N 89°54'09" E 92 FT; S 0°01'57" E 174 FT; S 89°54'09" W 116 FT
1.01 Acres

EXHIBIT B

DEVELOPMENT STANDARDS

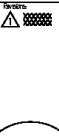
1. The building design shall include a pitched roof and parapets.
2. The parking shall be located to the north or east side of the site and the building shall be oriented towards the street.
3. The building shall be built substantially like the elevations in Exhibit C with the exception that all of the requirements of 7-14 Part 2 of the zoning ordinance (Commercial Design Standards) shall apply. This means that the building elevations in Exhibit C may need to be revised as part of the conditional use approval process to meet the ordinance standards.

EXHIBIT C ELEVATIONS



REFERENCE NOTES

- 1 METAL PANEL
- 2 EIFS
- 3 METAL ROOFING
- 4 METAL CANOPY
- 5 ALUMINUM WINDOW
- 6 ALUMINUM STOREFRONT
- 7 HOLLOW METAL DOOR AND JAMB
- 8 CRAFTED STONE WAINSCOT
- 9 METAL TRIM
- 10 METAL FASCIA AND SOFFIT
- 11 METAL PARAPET CAP
- 12 METAL PARAPET CAP



Date: 03 Jan 2024
Job No: H2B
Drawn: JPL/ELK
Checked: 0000000000

NW INNOMIE
PRACTICE IN INNOVATION IN ARCHITECTURE
400 WEST 400 SOUTH
WEST VALLEY CITY, UTAH
801.224.1111
WWW.NWINNOMIE.COM

Project Title
H & X INCORPORATED
4000 WEST 400 SOUTH
WEST VALLEY CITY, UTAH

Sheet Title
EXTERIOR ELEVATIONS

Sheet No.
A3.1

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EXHIBIT C
ELEVATIONS

view of entry



WILD GINGER west valley city, utah

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PRACTICAL INNOVATION IN ARCHITECTURE

**EXHIBIT C
ELEVATIONS**

view from 4800 west 4100 south



WILD GINGER west valley city, utah

NNN INNOVATE
PRACTICAL INNOVATION IN ARCHITECTURE

EXHIBIT C
ELEVATIONS

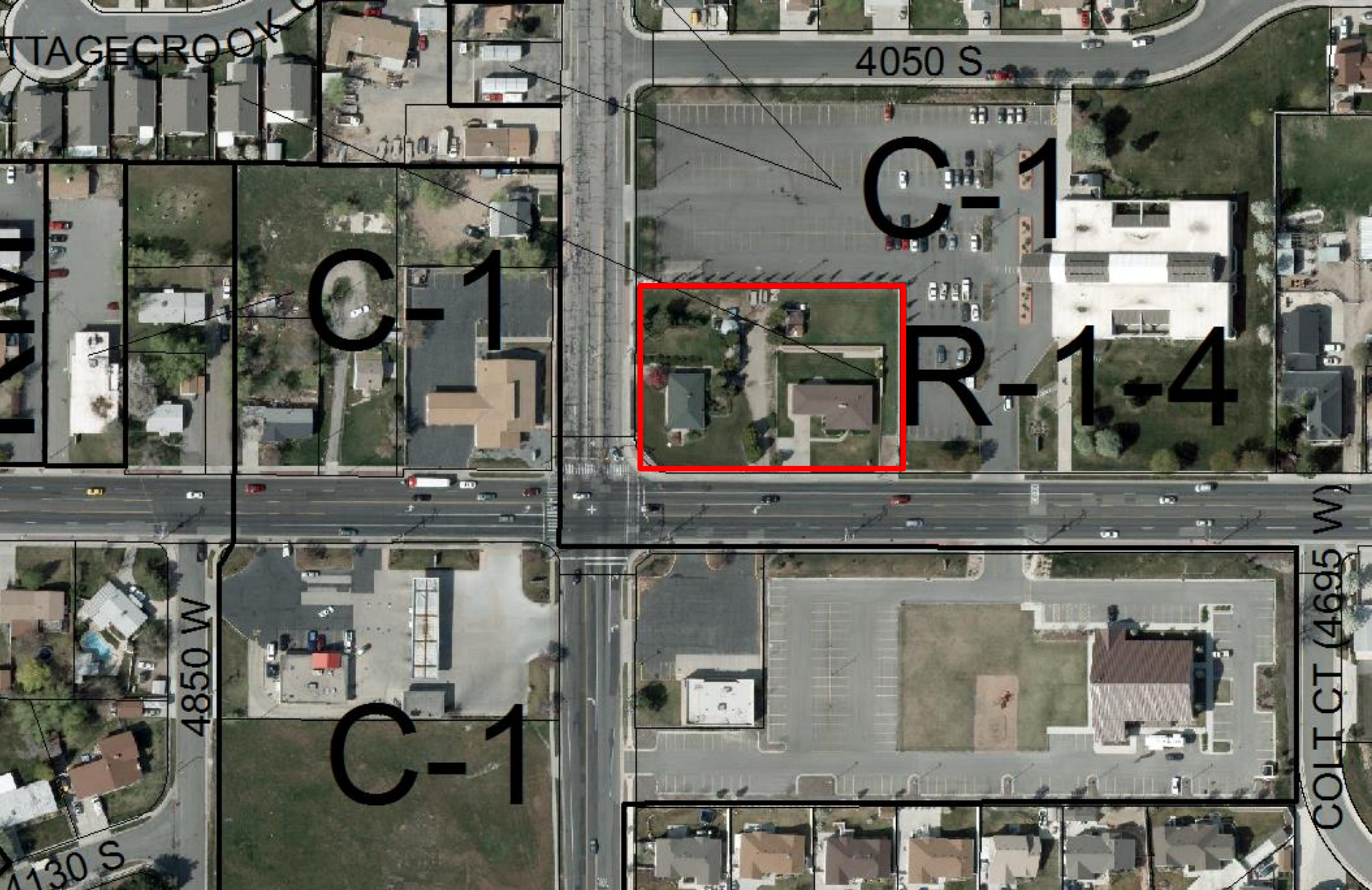
view from library



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James D. Cooper, Director
Salt Lake County Library Services
8030 South 1825 West
West Jordan, UT 84088
jimcooper@slcolibrary.org





Zoning - 4758 West 4100 South



site plan

Hunter Library

W 4100 S

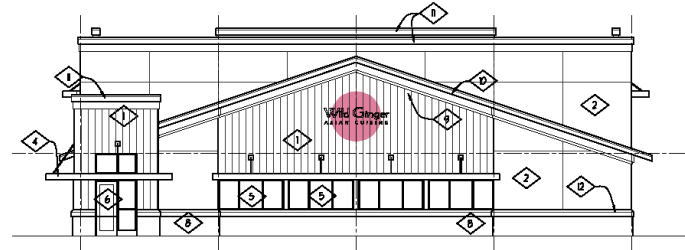
W 4100 S

WILD GINGER west valley city, utah

MNI INNOVATE
PRACTICAL INNOVATION IN ARCHITECTURE

Site Plan - 4758 West 4100 South

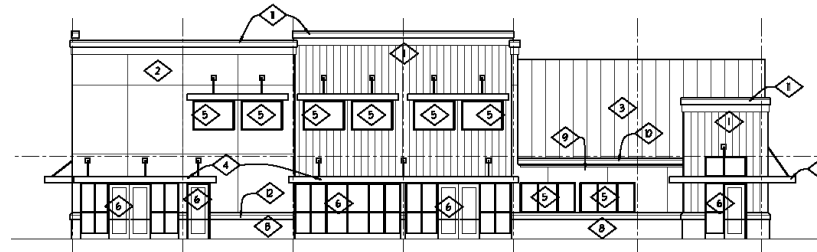
- 1 METAL PANEL
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- 9 METAL TRIM
- 10 METAL FASCIA AND SOFFIT
- 11 METAL PARAPET CAP
- 12 METAL PARAPET CAP



WEST ELEVATION

1/8" = 1'-0"

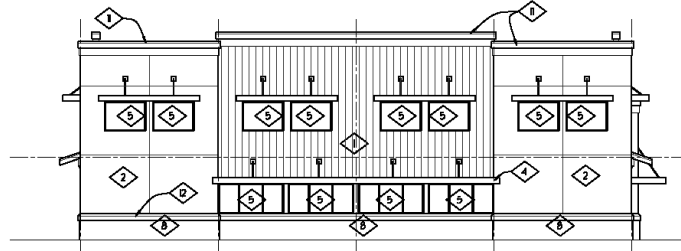
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A3.1



NORTH ELEVATION

1/8" = 1'-0"

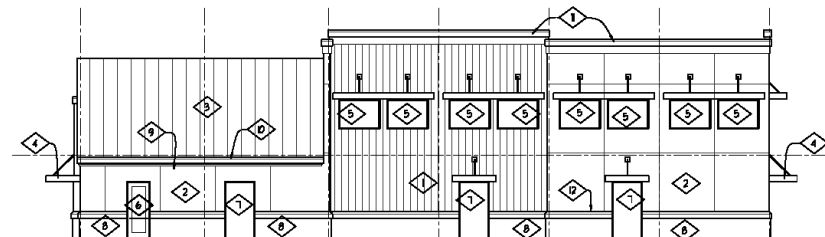
3
A3.1



WEST ELEVATION

1/8" = 1'-0"

2
A3.1



SOUTH ELEVATION

1/8" = 1'-0"

1
A3.1

Pitched Roof Design - 4758 West 4100 South

view of entry



WILD GINGER west valley city, utah

NNN INNOVATE
PRACTICAL INNOVATION IN ARCHITECTURE

Rendering - 4758 West 4100 South

view from 4800 west 4100 south



WILD GINGER west valley city, utah

NNN INNOVATE
PRACTICAL INNOVATION IN ARCHITECTURE

Rendering - 4758 West 4100 South

view from library



Rendering - 4758 West 4100 South



Existing Site - 4758 West 4100 South



Existing Site - 4758 West 4100 South



Hunter Library – 4740 West 4100 South



Grace Baptist Church – 4761 West 4100 South



Meier & Marsh – 4785 West 4100 South



Holiday Oil – 4825 West 4100 South



Heritage West – 4810 West 4100 South



Pham Retail Center – 4085 South 4000 West